OFFICE OF THE DIRECTOR
ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110029

(SCHEDULE – 'A')

Tender Set :

Sr. No. of Ltd. Tender : **28/H/ Inj. Liposomal Amphotericin B -50mg/50ml /2016-17**

Name of the party in whose favour the Tender form has been issued : _____
_____
_____
_____

(SEAL OF THE OFFICER)

The Director,
All India Institute of Medical Sciences,
Ansari Nagar, New Delhi-110029

Dear Sir,

1. I/We, the undersigned, hereby submit my/our tender for the supply of Inj. Liposomal Amphotericin B -50mg/50ml. on rate contract basis for one year.

2. I/We are now enclosing herewith the Bank Guarantee/ D.D.No._____Dated_____for **Rs.10,000.00 (Rs. Ten Thousands only)** drawn in favour of the "DIRECTOR, AIIMS, NEW DELHI" towards EMD/BID Security and shall remain in the custody of the AIIMS till decision as to the acceptance of the tender is known. Once the tender is decided, the performance security **Rs.1,00,000/-** (**Rs. One Lac only**) will be furnished by the undersigned (approved firm). **Tender not accompanied with EMD/Bid Security along with Techno-Commercial Bid (Part-I) shall be summarily rejected**.

3. I/We have noted that over written entries shall be deleted unless duly cut, re-written, initialed, duly signed and sealed (No thumb impression should be affixed).

4. I/we certify that I/we have gone through and agree to the terms & conditions mentioned herein and undertake to comply with them for the contract period (valid for One year from the date of signing of the agreement deed plus extendable up to six months).

5. I/we, the undersigned, hereby bind myself/ourselves to supply the Drug/Medicine to **Director, AIIMS**, New Delhi during the validity of the Rate-contract.

6. That the Drug item shall be of the best quality and kind. The test report of the supplied batch of the Drug/ medicine will be either on Form-39 (report of analysis) or from in house Test Lab approved by GLP/NABL (National Accreditation Board for Testing and Calibration Laboratories) except for imported drugs and as per the requirement of the hospital. The decision of the Director, AIIMS or his nominee as regards the quality and kind of the articles shall be final and binding on me/us..

7. AIIMS is not bound to take all or any of the articles enumerated in the appendix in full or in part of the estimated quantity (**approx quantity -5000 vials**), as the same is **"indicative**" in nature.

8. I/we agree that in case of failure to supply the material within the stipulated date of delivery, AIIMS reserves the right to arrange the same from the market/other source at my/our risk and cost.

9. I/we shall submit the samples of the items quoted as and when required and in case I/we fail to do so, the earnest money deposited by me/us can be forfeited by the Institute, and my/our quotations may not be considered for this tender.

10. The conditions contained herein shall from part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director.

11. I/we shall execute an agreement on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and an agreement will be executed by me within 10 days of the intimation of acceptance of rates for the tender failing which, my/our security deposit will be forfeited and firm's name will be removed from the list of vendors at the AIIMS, New Delhi.

12. I/we also agree that AIIMS reserves the right to test the supplies made by me/us at any NABL accredited laboratory at any point of time for testing its quality. In case, the supplies are found to be of inferior quality, AIIMS reserves the right to destroy the same with any cost.

Yours faithfully,

Signature of Tenderer with full address :

WITNESS _____

WITNESS _____

WITNESS _____

WITNESS _____

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAAR, NEW DELHI-110029

Hospital Store

(SCHEDULE – 'B')

Ltd. Tender No. : 28/H/ Inj. Liposomal Amphotericin-B-50mg/50ml /2016-17

Subject : Purchase of Inj. Liposomal Amphotericin-B-50mg/50ml on Rate Contract basis for one year.

Last date of submission : 29 th July 2016. up to 2.00 P.M.

Date of opening : 29th July 2016. at 3.30 P.M.

Introduction

The AIIMS is the premier multi-disciplinary super specialty health sciences institution of India. It was established in 1956 by an Act of Parliament. AIIMS has a trinity of mission, which is medical education, research and patient care. It has around 2,000 indoor beds with over 1.5 lakhs admissions per annum and an annual out-patient attendance of around 20,00,000 patients**.** The All India Institute of Medical Sciences (AIIMS) is catering **Drugs/Medicines** to all E.H.S. patients, all essential drugs to indoor patients. AIIMS has decided to request all interested prospective firms/companies to submit following pre-qualification documents **in sealed envelope on or before 29th July 2016 up to 2.00 P.M.** in the Hospital Stores, Near Blood Bank (Main).

This short Rate enquiry is for the purpose for executing rate-contract for supply of medicines at whole of the AIIMS (including all centres viz. CT & NS centre, Dr. BRA IRCH, NDD TC Ghaziabad, Rural Health Centre Ballabhgarh, JPNATC, DR. RPC and Main Hospital). The rates quoted, approved and accepted by the Director, AIIMS shall be valid for one year from the date of signing of the agreement deed.

General Instructions:

1. Tender (RE) should be addressed to the Director, All India Institute of Medical Sciences, Ansari Nagar, New Delhi-29 and submitted to the Office of the Stores Officer (Hospital) under sealed cover failing which the tender shall be rejected.

2. Tender document and subsequent rate contract/agreement in favor of approved manufacturer is non-transferable.

3. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.

4. **TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:**

   PART-I: - TECHNO-COMMERCIAL BID IN ONE SEALED COVER.
   PART-II: - PRICE BID/FINANCIAL BID SEPARATELY FOR EACH SCHEDULE IN ONE SEALED COVER.

   BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTER COVER INDICATING THEREON:

   i) Reference No. Of the Tender:_____

   ii) Tender regarding: _____

   iii) Due date for submission of the tender: _____

   iv) Due date for opening of the tender :_____

   v) Name of the firm: _____

NOTE:-

A) PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNO-COMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNO-COMMERCIAL BID.

B) TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.

5. It is proposed to enter into a rate-contract for the supply of medicine/drug for a period of One year from the date of signing of the rate contract. **The eligibility-criteria have been given vide point No.-28 of tender document.**

6. **Manufacturers intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed vide Point No. 28 and also under Annexure-1 of the terms & conditions, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard. Firm should also enclose Annexure-1 in the techno-commercial bid.**

7. **The tenders are to be submitted by the manufacturers only. Tenders quoted by suppliers on behalf of manufacturers will not be entertained even if they are authorized by the manufacturers.** However, manufacturers can give authority letter to the supplier / distributor / stockiest for the purpose of making supplies, for raising bills, collecting payment etc. only after selection in the tender. **In such cases, the manufacturer has to accept responsibility for any lapse on the part of the distributor/supplier and an undertaking to this effect from the manufacturer will have to be submitted.** Failure to submit such an undertaking will lead to rejection of authorization and manufacturer will have to supply drugs directly. This authorization should be valid for the entire duration of the contract. **No change in the authorized supplier/distributor will be allowed during the rate contract period. Different distributors of a manufacturer for different Centers/Hospital will not be allowed. Sub authorization further to any other agent for delivery of the goods or collecting payment etc. will not be accepted.**

8. Bidders are, therefore, advised to submit quotations only if the terms & conditions as prescribed by the AIIMS are acceptable to them in total and they fulfill the eligibility-criteria.

9. The firms should give an undertaking to the effect that they will be legally bound to supply the medicine/drug, for which they have quoted the rate in the tender during the validity of the contract. In case, they fail to execute any supply-order placed to them within 45 days from the date of placement of purchase order, they will be liable for action against them, as detailed below.

10. The delivery period should not exceed 45 (forty five) days for all supplies but in emergency the delivery period may be reduced up to 15 days and firm is bound to supply the items within DOD (Date of delivery) period. Bidders are hereby directed to quote the rates of only those drugs/medicines for which they can ensure supply within 45 days of issue of supply-order along with Test Report either on Form 39 from Govt. approved analytical testing laboratory or from in house Test Lab (approved by NABL (National Accreditation Board for Testing and Calibration Laboratories)/and accredited by the GLP (Good Lab Practice) without which the supply will not be accepted. **In case of failure to either supply the goods within DOD (Date of delivery) period or if goods are not accompanied with lab. test report, they may be debarred, after three defaults, from participating in the next tender/ three years and their EMD/ Bid Security/Performance Security Money may be forfeited and risk purchase clause will be invoked. However, in case of imported drugs, In house Test Report of the Company will be accepted.**

11. AIIMS reserves the right to test the supplies made at any NABL accredited laboratory at any point of time for testing its quality. In case, the supplies are found to be of inferior quality, AIIMS reserves the right to communicate to the DCGI.

12. If the delivery is not affected by the due date, the Director, AIIMS, New Delhi will have the right to impose penalty as under:

- **A)** First extension upto 15 days or part thereof _____@2% of the ordered value.
- **B)** Second extension >15 ≤ 30 days _____@ 3% of the ordered value.
- **C)** In case of delay beyond > 30 days _____@7.5% of the ordered value.
- **D)** In case of default the Institute will have the right to procure the ordered item from the open market /another party at the firm's risk and expenses under Risk Purchase Clause.

13. The approved rate contract holder should supply all the ordered item within DOD period as per supply order terms and these terms should be strictly adhered to. **In case they fail to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed as detailed at Sr. No. 10 & 12.** The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm. **In the eventuality of such instances being repeated 3 times, administrative action shall be initiated as per AIIMS procedure which may lead to debarring of the firm for subsequent tenders (upto 3 years).**

14. **Supply time:** Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).

15. Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles etc. should be embossed, imprinted, stamped with letters, other requirements like "**AIIMS SUPPLY NOT FOR SALE**" stamp with permanent ink on each item/strip upto primary level. The supply Challan should be accompanied by in House test report (Having GLP) or test report from NABL accredited lab**.** While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc.

16. It is hereby also informed that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the AIIMS during the rate contract period against any approved vendor, it would be reflected during finalization of the next rate contract as "Past performance" of that firm.

17. Supply-order will be placed from time to time during the 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 the purchase order.

18. Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honored by the supplier.

19. **No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered by the Stores Officer during the tenure of the contract.**

20. The Director, AIIMS, New Delhi or his nominee reserves the right to reject tender including the lowest quotation which is not confirming to the specifications and other terms and conditions. No correspondence, in this regard, will be entertained.

21. The Director or his nominee reserves the right to invite at his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock is held or otherwise.

22. Quotations shall be strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses etc. should be furnished. The name of the manufacturer and the brand name should also be stated.

23. **AIIMS Hospital shall send all correspondence through email, so you are requested to provide your email address so that all communications may be done accordingly.**

24. The goods are to be supplied by F.O.R. destination and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.

25. The successful bidders shall furnish the Performance Security within 30 days of issue of contract for due performance of the contract. The performance security should be for an amount Rs.1,00,000/- (Rupees- One Lac only) payable in Indian rupees or DD/Bank guarantee from any Indian Nationalized Bank in favor of Director, AIIMS, and it shall be valid for 12 months from the date of issue of Rate contract, **failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.**

26. IN CASE THE TENDER DOCUMENT IS DOWNLOADED FROM THE WEBSITE: -

THE BIDDERS MAY DOWNLOAD THE TENDER DOCUMENTS DIRECTLY FROM THE WEBSITE AVAILABLE AT www.aiims.edu. IN SUCH CASE, THE BIDDERS SHOULD SPECIFICALLY SUPERSCRIBE, "DOWNLOADED FROM THE WEBSITE" ON THE TOP LEFT CORNER OF THE OUTER ENVELOPE CONTAINING THE TECHNO-COMMERSCIAL BID & PRICE BID SEPARATELY.

27. IMPORTANT INSTRUCTIONS REQUIRED FOR FILLING UP OF TENDER DOCUMENTS:

1. Each & every page of the tender document (TECHNO-COMMERCIAL BID+ PRICE BID) should be serially numbered and duly signed by the bidder. The checklist should be enclosed in the chronological order.
2. Item number as per tender enquiry should be clearly marked and highlighted with fluorescent pen submitted by the bidders.
3. Tender (RE) may also be rejected, if it is not submitted by the prescribed date/time for submission and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority of the firm.
4. The price bid (Part-II) should be submitted separately in the prescribed format shown in **Annexure-06**. Such envelopes should be put together in one envelope super scribed "**PRICE BID/FINANCIAL BID (PART-II**)".
5. The bidder should quote only one rate for each item as **Price per unit+ Tax in % (if any) = Net Rate.** Rates quoted should be in words and in figures. Tax, if any, must be mentioned clearly. No correspondence in this regard will be entertained at a later date and **Net Rate** quoted in the tender will be treated as final for all purpose.
6. If you are indicating **'No Tax'** while quoting rates for any item, enclose a copy of Certificate issued from the concerned Sales Tax Authority in support of Tax-exemption granted for the item. The certificate should clearly show whether tax exemption is granted for that particular item or for all the items manufactured by the firm.

28. ELIGIBILITY CRITERIA OF MANUFACTURING FIRM:

Manufacturing firm, to be eligible, should fulfill the following conditions: apprehension

(i) The manufacturing firm should have manufacturing & marketing certificate of minimum "**Two years"** for the requisite molecule quoted by them duly certified by Centre/ State Drug Controller in the proforma (**Annexure -02**), a copy of which is enclosed. The certificate should have been issued recently (i.e. not more than one year old on the date of opening of the tender). The certificate should have been signed by the Drug Controller of the Centre/State.

(ii) Valid **Schedule 'M'** certificate issued to the pharmaceutical firm (s) showing the list of drugs/molecules manufactured by the firm **as per format enclosed at (Annexure-03) and not more than 05 years old**.

(iii) Valid **WHO-GMP** certificate clearly indicating the products (molecule/drug) issued by Centre/ State Drug Controller in the format enclosed at **'Annexure-03'** and should not have been issued more than five years ago.

(iv) **In case of imported drugs (i.e. not manufactured in India),** COPP (Certificate of Pharmaceutical Products)/ import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitte**d** as per WHO norms and '**2-years'** Marketing experience certificate issued by the Drug Controller as per format enclosed at **Annexure-03**.

(v) Public Sector Undertakings with at least **"2-years"** market standing having manufacturing license issued by **Centre/ State Drug Controller as per format enclosed at Annexure-03.**

(vi) Firms which have **US-FDA** approval for export/selling of specified drugs in USA, may submit copies of approval documents from FDA in support of their claim.

(vii) All the bidders are directed to mention the page number of the tender document where **WHO-GMP/ Revised Schedule 'M'/ COPP** are enclosed & page number of manufacturing license for indigenous drug / import license for imported drug. Merely mentioning the word **'Enclosed'** may lead to rejection of tender / bid.

(viii) Manufacturing firms should submit performance certificate(s) of at least "02 years" from other similar "03 Govt. /Pvt. Organizations/Hospitals" on user's letterhead."

(ix) **Production-Capacity assessment certificate:** The manufacturing firm should enclose the certificate issued by the Chartered Accountant/ concerned State Drug Controller indicating actual production detail of a particular molecule batch wise for the items quoted and at least one analysis batch report for any two of the last three years for each molecule quoted (i.e. minimum of two reports of at least **2-different years** of the last three financial years (**2013-14,2014-15 & 2015-16**) in the enclosed performa at **Annexure-04.**

(x) **TENDER (RE) SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT) IS NOT FURNISHED. FIRM SHALL FURNISH A CERTIFICATE ON THEIR FIRM'S LETTER HEAD STATING THAT UPTO DATE RETURNS HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES.** Excise duty, VAT / Sales Tax and other taxes if extra, where legally liviable and intended to be claimed, should be shown separately along with the price quoted. Where this is not done, no claim of excise duty, sales tax /VAT and other taxes will be admitted at any later stage on any ground (except for those items which have been included in Tax Net after rate contract is in operation).

(xi) Non-conviction certificate issued by the Centre/State Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last three years in respect of any of the drugs for which prices have been quoted by the firm.

(xii) **A) TENDER (Rate Enquiry) SHOULD BE ACCOMPANIED WITH AN EMD/BID SECURITY AMOUNTING TO <u>Rs.10,000.00 ONLY (RUPEES TEN THOUSAND ONLY)</u> BY WAY OF DEMAND DRAFT DRAWN IN FAVOUR OF "DIRECTOR, AIIMS, NEW DELHI", FAILING WHICH THE TENDER SHALL NOT BE CONSIDERED FOR ACCEPTANCE AND WILL BE OUTRIGHTLY REJECTED. IN CASE OF BANK GUARANTEE/FDR, IT SHALL BE VALID FOR 14 MONTHS FROM THE DATE OF OPENING AND THE SAME SHOULD BE FROM ANY SCHEDULED BANK (AS PER THE LIST ENCLOSED). CASH/CHEQUE IS NOT**

ACCEPTABLE AT ALL. THE EMD/BID SECURITY DEPOSITED AGAINST OTHER TENDERS CANNOT BE ADJUSTED OR CONSIDERED FOR THIS TENDER. NO INTEREST IS PAYABLE ON EMD/BID SECURITY. EMD/Bid Security of the approved firms, who fulfills pre-qualification requirements, would be retained till the firm is registered at AIIMS for the supply of Drugs/Medicines items.

(xiii) The price charged for the drug item, under the reference, by the suppliers shall in no event exceed the lowest price at which the supplier the drug item of same identical description to any other person/organization/Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of drug item or sells drug item to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly be reduced for AIIMS **and the supplier should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested by the notary to this effect otherwise quotation shall be summarily rejected.**

29. **MARKING:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

30. PACKING :

1) All the suppliers of Drugs shall incorporate **barcodes using GS1 standards at various packaging levels** (Primary, Secondary & Tertiary) as per below: encoding the following information: For any assistance, bidders may use the **Website: www.gs1india.org**.

- **a)** At Primary packaging level - Unique Product Identification code (GTIN)-Global trade Identification Number).
- **b)** At Secondary packaging level – Unique product Identification code (GTIN), Expiry Date, batch number and serial Number.
- **c)** At Tertiary packaging level – (Mandatory on Phase I)
  There shall be two bar codes:
  - **a.** 1st bar code shall encode-GTIN, Expiry Date and batch number.
  - **b.** 2nd bar code shall encode- SSCC (serial shipping container code).

For further details, please contact Sh. Bijoy Peter at implementation@gs1india.org or Phone No. – **91-11-42890818 / 832/ 864 /829.**

2) Tendering firms must quote for the packing specified against each item in the schedule annexed to the rate-enquiry, as any other packing may not be accepted.
3) Where no pack is specified, bidders may quote for standard pack which is available in the market.
4) Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
5) Rates should be quoted for vial packing only except where mentioned.
6) Supplies to be made in the box of Standard packing. However injections in loose pack vials shall not be accepted.
7) **Liquid orals to be supplied only in glass / plastic bottles.**
8) It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on the basis of rate-contract.
9) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
10) Packing should be able to prevent damage or deterioration during transit.
11) All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents.

31. LIFE PERIOD:

(i) Short- life vials (which have a life-period of eighteen months or less), should not have passed ¼th life at the time of supply.

(ii) In respect of items not covered by clause (i) above, items should not be older than one year from the date of manufacturing at the time of supply.

32. (i) The supply offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug Price Control order.

(ii) If the drug is required to be stored under controlled temperature / cold chain; have to be supplied under controlled temperature/cold chain. The AIIMS reserves the right to test/ get tested the samples of the drug provided at any time. If any drug sample fails the test or is found to be of substandard quality, action as below will be initiated:

(a) If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.

(b) If the firm fails to make fresh supplies in lieu of substandard quality of drug, it is liable to be debarred for three years in respect of all the items in the rate-contract of this Institute and EMD/Performance security shall be forfeited.

(c) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.

(d) In case, the supplies are found to be of inferior quality on three occasions, the firm shall be liable for debarment for subsequent tender of Drugs and EMD/Performance security shall be forfeited.

(e) A copy of the test report will be sent to the DCGI for necessary action at their end.

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

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

34. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of item covered by the supply-order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 07 days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.

35. The tender shall also be rejected if :

a) A firm submits conditional tender;
b) Tender is not sealed properly.
c) Price is quoted/referred to either directly or indirectly in the technical bid.
d) This tender form together with the scheduled annexure should be returned to **Stores Officer (H), AIIMS, New Delhi** in a sealed cover marked on the top **'QUOTATION'** giving its number and date. Such sealed cover should be furnished by the specific time and date. The bidders are at liberty to be present or may authorize a representative to be present at the time of opening the quotation.

36. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.

37. No document regarding import license for raw material etc. can be given by AIIMS.

38. In case of controlled drugs by the Government, the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled drugs must be clearly mentioned as such in the bidders' quotations.

39. All the vials which are stamped with **"AIIMS SUPPLY NOT FOR SALE"** mark, including rejected stores, cannot be sold to the public by the bidder.

40. Withdrawal of tenders along with the earnest money will be allowed before the date of opening of tenders.

41. After opening of tenders:

a) No change/alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.
b) Withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full.
c) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

42. Any dues or payments that have arisen to the Institution from the supplier for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the supplier within such time limit as may be prescribed in the various letters/orders addressed to the contractors. On failure to do so the supplier shall be liable to be debarred for not paying dues or payment etc. to the hospital for a period as decided by the Director or his nominee.

43. RATE-REVISION: Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract along with adequate documentary proof thereof.

44. Bidder will indicate the assessed manufacturing/production capacity for each item quoted by him**.** He will be liable for cancellation of the contract for any misleading information found at any time during the tenure of the contract, and shall be liable to be debarred/blacklisted for the same.

45. INSPECTIONOF FIRM'S PREMISES:
The Director or his nominee reserves the right for inspection of the pharmaceutical firms participating in the tender (RE), by officers appointed by the Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to

ensure that good manufacturing practices are being followed by the manufacturer. The decision of the Director shall be final in this regard.

46. PHARMACOPOEIAL SPECIFICATION:
Pharmacopoeia' specifications i.e. IP/BP/USP should be clearly mentioned against each drug/constituent of the drug quoted as per the provisions of Drug and Cosmetics Act, 1945.

47. Firm debarred by any Govt./ Govt. undertaking for participating in Rate-Contract will not be considered for award of Rate-Contract during the period of debarment.

48. Information as per the format enclosed (**ANNEXURE-'05'**) should be submitted with the tender (RE) Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted.

49. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing regarding the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at AIIMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

50. The courts at Delhi will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Delhi court shall have jurisdiction in the matter.

51. Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political of other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

52. The manufacturer shall furnish a non-blacklisting/non-debarring certificate that the firm has not been blacklisted in the past by any government/ Private institution. **The manufacturer has to give an affidavit on non-judicial stamp paper of Rs.10/- duly attested by notary that there is no vigilance/CBI case pending against the manufacturer and the firm has not been blacklisted/ debarred in the past by any Govt. or Private Organization.**

53. Conditions of advance payments or payment against delivery shall not be accepted.

54. The bidder shall furnish following certificates invariably along with techno-commercial bid, as applicable, otherwise quotation shall be summarily rejected:

a. A declaration of proprietorship by the proprietor of the firm, in case, the firm is proprietorship firms on non- judicial stamp paper of worth Rs. 100/- duly attested.

b. An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.

c. An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all Directors.

55. Tender by Tele-fax/telegram/fax/e-mail will not be accepted.

****

The tenders will be opened on 29.07.16 at 3.30 P.M in the office of Store Officer Hospital, AIIMS, New Delhi-29 in presence of the tenderers, who are present.

FOR DIRECTOR

To,

HOSPITAL STORES. AIIMS

File No. : _____

Subject : Tender for the purchase of Inj. Liposomal Amphotericin-B-50mg/50ml on rate contract basis for one year.

Annexure-1

Sr. No.	Documents to be submitted along with the techno-commercial bid (Part-I)	Attached at page number
a.	The forwarding letter/undertaking (schedule -A) duly signed should invariably be returned alongwith quotations furnished failing which the tender shall be rejected.	
b.	Forwarding letter of the firm on the company's letter-head in which check-list of the attached documents should be mentioned.	
c.	Earnest Money Deposit in the form of a Demand Draft/if exempt under clause no. 28(xiv)(A) & 28 (xiv)(B).	
d.	Two years manufacturing & marketing experience certificate duly signed by the Centre/State Drug Controller in the prescribed format i.e. **Annexure-02** (should not have been issued more than five years ago from the date of opening of Tender). 02 years' Marketing experience certificate only in case of imported drugs not manufactured in India.	
e.	Attested Photocopy of valid WHO-GMP certificate (product-wise) or as per revised schedule 'M'/COPP/ import license for imported drugs and Attested Photocopy of Drug manufacturing license/import license (along with list of products). **Annexure-03.**	
f.	COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT). FIRM SHALL FURNISH A CERTIFICATE ON THEIR FIRM'S LETTER HEAD STATING THAT UPTO DATE RETURNS HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES.	
g.	Quotation/information in the prescribed form specified in Annexure '05'.	
h.	Non-conviction certificate by the Drug Controller of Center/State.	
i.	Production- capacity assessment in Annexure '04'.	
j.	Non-blacklisting/non-debarring undertaking **on non-judicial stamp paper of Rs.10/- duly attested by notary** that the firm has not been blacklisted in the past by any government/ Private institution and **there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted/ debarred in the past by any Govt. or Private Organization.**	
k.	**Undertaking on non-judicial stamp paper of Rs 10/- duly attested by the notary that** the price charged for the drug items, under the reference, by the supplier shall in no event exceed the lowest price at which the firm supplies the drug items of same identical description to any other person/organization/Institution during the currency of the contract. If at any time, during the said period the supplier reduce the said prices of drug items or	

	sells such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for AIIMS. **Failure to do so will lead to cancellation of rate contract, recovery of excess amount if paid and debarring of firm for next three tenders at AIIMS.**	
l.	Undertaking that they will be legally bound to supply the medicines/drugs, for which they have quoted the rates in the tender during validity of the contract. In case, they fail to execute any supply-order placed to them within 45 days from the date of placement of purchase order, they will be liable for action as per tender terms	
m.	Copy of documents with regard to constitution of firm as per tender clause no. 54.	

Note: -

a) If the certificates/documents, mentioned above are not submitted along with the tender, such offers will not be considered and will be out rightly rejected and no further correspondence will be entertained, what so ever the case may be.

b) Any bidders /supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier and will be debarred for next five years.

c) It is the responsibility of the bidders to see that the complete bidding documents are submitted in the Hospital Stores, AIIMS, New Delhi on or before of the date of submission of the quotation, failing which, the bid would be considered late and will not be entertained under any circumstances.

d) Merely handing over of the bidding documents in any counter/room/section or to any person cannot be considered as submission of bid / tender and shall not be entertained.

e) A complete set of tender documents may be obtained by interested manufacturers/principal firms from Hospital Stores, AIIMS, New Delhi from 2:00 P.M. to 4:00 P.M. (from Monday to Friday) & 11.00 A.M to 12.00 Noon on Saturday except Sundays and Govt. Holidays on submission of a written application/request on letter-head of the manufacturing firm.

f) The techno-commercial bids will be opened on **29th July 2016 at 3.30 P.M.** in the presence of representatives of firms who intend to be present on the occasion.

ANNEXURE- '02'

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s _____are holding valid Manufacturing license No. _____dated _____ of the _____ State and they are manufacturing and marketing, the following products for last two (2) years.

The products are as follows:

S. No.	Name of the Product	Pharmacopoeia Specification	Strength
1.			

Signature and seal of
Drug Controller of
the Centre/State.

Dated:

Note: This certificate is to be signed by the Drug Controller of **Centre/State.** Certificate issued by Inspector of Drugs will not be accepted unless an authorization by the concerned centre/State Drug Controller to this effect is supported by adequate documentary proof.

ANNEXURE –'03'

FORMAT OF SUBMISSION OF VALID "REVISED SCHEDULE –M/ WHO-GMP/IMPORT LICENSE/ COPP/PUBLIC SECTOR UNDERTAKINGS/ MANUFACTURING LICENSE" (STRICT COMPLIANCE).

Name of Drugs/items:_____

Sr. No.	Name of Drugs	Page no. Tender where valid WHO-GMP/ Revised Schedule M/ import license/ COPP/Public Sector undertakings enclosed	Page no. Tender where valid Manufacturing License/ Import license enclosed.
1	Inj. Liposomal Amphotericin B 50mg/50ml.		

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

SIGNATURE AND ADDRESS OF THE BIDDER

ANNEXURE-'04'

PRODUCTION-CAPACITY ASSESSMENT CERTIFICATE

Schedule no. & name of items:_____

Indicate details of production of the items quoted at least two consecutive years from 2013-14 to 2015-16 duly certified by the **Chartered Accountant/ Centre/State Drug Controller.**

S. No. of the item as in Tender Enquiry	Name & Specification of the item	Date of issue of Mfg. License for the product	Date of marketing the 1st batch
1.	2.	3.	4.

2013-14		2014-15		2015-16		REMARKS
Batch No.	Size	Batch No.	Size	Batch No.	Size	

Signature of the Manufacturer:

Signature of the Chartered Accountant/
Centre/State Drug Controller along with address & Seal

ANNEXURE-'05'

PROFORMA TO BE FILLED BY THE TENDERER

I. GENERAL INFORMATION

a) Name of the firm :

b) Address & Telephone No. :

c) Whether the firm is Indian / Multi- national :

d) Whether Small / Medium/Large Scale Co. :

e) Person responsible for conduct of Business :

f) Particulars of Licenses held under Drugs & Cosmetic Act & the details. (If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be enforced) :

g) Procurement agency with which registered and the agencies to whom drugs supplied during last one year :

h) Has the firm been convicted ever, if yes, give details:

i) Any case pending in the Court with details:

j) Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.

k) Fax No :-

l) E- Mail Address :-

m) Name & Mobile No of person/ authorized signatory to be contacted for this tender:-

II. TECHNICAL

a) Equipments for material handling, manufacturing of drugs and quality-control of drugs :

b) Specialized testing facilities such as microbiological testing and Biological testing :

c) Details of Technical Staff

i) Manufacturing Staff :
ii) Quality Control Staff :

d) Has the firm carried out stability study for drugs quoted :

e) Is the firm basic manufacturer of the drug quoted, if yes, details :

f) Has the firm following

i) WHO GMP Certificate /Schedule-M :
ii) ISO Certificate :
iii) FDA Certificate :
iv) Import License :

g) Installed capacity and actual production details of drugs :

i) Injections :

h) Drugs declared and sub-standard / re-called during the last three years. Give details with reasons and the remedial action taken :

III. FINANCIAL

a) Turnover during last three financial years (year wise) of the pharmaceutical product. Firms should furnish copies of audited Balance-sheet / Sales Tax clearance certificate.

b) Name & Address of the Bankers to the Firm and the facilities available from the bank.

c) Income-tax No./ Central Sales-tax No./ State Sales-tax No.

DECLARATION

I, _____ Proprietor/Partner/Director of M/s _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

(Signature)

(Name & Designation with Stamp)

WARNING :

If the information furnished in this form is found to be incorrect at any point of time, the bidder may be debarred.