ALL INDIA INSTITUTE OF MEDICAL SCIENCES,

ANSARI NAGAR, NEW DELHI-110029, INDIA

1ST FLOOR, STORE SECTION (HOSPITAL),

NEAR BLOOD BANK (Main)

TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No.: 15A/H/Drugs/2022-23

Rate Contract items : Purchase of Drugs/Medicines/I.V. Fluids

Period of Rate Contract : 02 Years Rate Contract Basis

SECTION-I

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR, NEW DELHI-110 029

NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No **15A/H/Drugs/2022-23**

On behalf of Director, AIIMS, Ansari Nagar, New Delhi-110 029, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following Goods for conclusion of Rate Contract for a period of 02 Years:-

S. No.	Brief Description of Goods	Amount of Bid Security/EMD (INR)
1.	**Purchase of Drugs/Medicines/I.V. Fluids on 02 years rate contract basis**	**Rs.50,000/-**

CRITICAL DATE SHEET

Published Date & Time	21-09-2022 at 05:00 PM
Bid Document Download/Sale Start Date	21-09-2022 at 05:00 PM
Bid Submission Start Date & Time	21-09-2022 at 05:00 PM
Bid Submission End Date & Time	13-10-2022 at 12:00 PM
Bid Opening Date & Time	14-10-2022 at 12:00 PM

Instructions:

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

2. The Bidder shall download the Tender Enquiry Document directly from the websites https://eprocure.gov.in/eprocure/app and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.

4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Para No. 11 of GIB of Tender Enquiry Document.

5. Bidders are advised to visit this website regularly to keep them updated, for any changes / modifications in the Tender Enquiry Document.

6. Intending bidder are advised to visit CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of bid, for any corrigendum.

7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.

8. The EMD / Bid Security of **Rs. 50000/-** shall be deposited through Bank Guarantee / Demand Draft / FDR drawn in favor of the Director, AIIMS New Delhi. The original Earnest Money / Bid Security must be submitted to *Stores Officer (Hospital), Hospital Stores, 1st Floor, M.S. Office, Near Blood Bank, AIIMS, New Delhi-110 029*till "Bid Submission End Date & Time" as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

i) "Purchaser" means the organization i.e. AIIMS/Center/Hospital/Department/Sections purchasing goods as incorporated in the Tender Enquiry Document.

ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.

iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender

iv) "Supplier" means the individual or the firm supplying the goods as incorporated in the Rate Contract/Purchase Order.

v) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.

vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the Rate Contract.

vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.

viii) "Contract" means Rate Contract/Purchase Order which means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the Rate Contract/Purchase Order placed on it. Performance Security is also known as Security Deposit.

x) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Purchase Order.

xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods has to conform.

xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product and comparing the same with the specified requirement mentioned in the Rate Contract/Purchase Order to determine conformity.

xiii) "Day" means calendar day.

1.3. Abbreviations:

i) "ATE" means Advertised Tender Enquiry
ii) "NIT" means Notice Inviting Tenders.
iii) "GIB" means General Instructions to Bidders
iv) "SIB" means Special Instructions to Bidders
v) "GCC" means General Conditions of Contract
vi) "SCC" means Special Conditions of Contract
vii) "DP" means Delivery Period
viii) "BG" means Bank Guarantee
ix) "GST" means Goods & Service Tax
x) "RC" means Rate Contract

2. Introduction

2.1 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 2400 indoor beds with over 2.5 lakhs admissions per annum and an annual out-patient attendance of around 40,00,000 patients. The All India Institute of Medical Sciences (AIIMS) is catering Drugs/Medicines/I.V. Fluids to all E.H.S. patients, all essential drugs and I.V. Fluids to indoor patients. The list of Drugs/Medicines/I.V. to all E.H.S. patients, all essential drugs and I.V. Fluids to indoor patients. The list of Drugs/Medicines/I.V. Fluids required by AIIMS, is enclosed herewith for your information/reference (enclosed at Annexure-A).

2.2 This tender 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, NDDTC Ghaziabad, Rural Health Centre Ballabhgarh, JPNATC, DR. RPC and Main Hospital).

2.3 The Purchaser has issued these Tender Documents for purchase of goods as mentioned in Section – VI – "Schedule of Requirements", which also indicates, *interalia,* the required delivery schedule, terms and place of delivery.

2.4 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of Rate Contract/Purchase Order.

2.5 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.

2.6 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

2.7 The rates quoted, approved and accepted by the Director, AIIMS shall be valid for **two years** from the date of signing of the agreement deed **(extendable up-to one year on mutual agreement, if required)**.

2.8 **The tenders are to be submitted by the manufacturers/sole importer 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, 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 for raising bills/collecting payment etc. will not be accepted.**

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail**.**

5. Bid Expense

5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the Tender process.

B. TENDER ENQUIRY DOCUMENT

6. Content of Tender Enquiry Document

6.1 In addition to Section I – "Notice Inviting Tender" (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – Schedule of Requirements
- Section VII – Specifications
- Section VIII – Qualification Criteria
- Section IX – Tender Acceptance Form
- Section X – Price Schedules (BoQs)
- Section XI – Bank Guarantee Form for Bid Security
- Section XII – Bank Guarantee Form for Performance Security
- Section XIII – Rate Contract Forms
- Section XIV – Performa of Consignee Receipt Certificate
- Section XV – Performa of Final Consignee Acceptance Certificate
- Section XVI - List of items quoted
- Section XVII - Performa to be filled by the tenderer

- Section XVIII – Manufacturing & Marketing Certificate
- Section XIX – Production Capacity Assessment Certificate
- Section XX – Checklist

6.2 The relevant details of the required goods, the terms, conditions and procedure for Tender, bid evaluation, placement of Rate Contract/Purchase Order, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

7. Corrigendum to Tender Enquiry Document

7.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it

7.2 Corrigendum will be notified through https://eprocure.gov.in/ eprocure/app only.

7.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

8. Clarification of Tender Enquiry Document

8.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet".

C. PREPARATION OF BIDS

9. Documents Comprising the Bid

9.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

i) Scanned copy of "EMD/Bid Security" furnished in accordance with GIB alternatively, documentary evidence as per GIT for claiming exemption from payment of EMD/Bid security to be uploaded. 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.

FIRM WHICH HAD BEEN DECLARED ELIGIBLE ON THE BASIS OF PATENT/NICHE MOLECULE SHALL NOT BE EXEMPT UNDER THIS CLAUSE AND SHALL HAVE TO SUBMIT ALL DOCUMENTS AS PER THE REQUIREMENT OF THIS TENDER

ii) Scanned copy of "List of Items Quoted" as per **SECTION – XVI** of Tender Enquiry Document.

iii) Scanned copy of "Tender Acceptance Form" as per **Section IX** to be uploaded.

iv) Scanned Copy of GST Registration Certificate.

v) The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":

a) Scanned copy of Documentary evidence, as necessary in terms of clauses of GIB establishing that the bidder is eligible to submit the bid and, also, qualified to perform the Rate Contract if its bid is accepted to be uploaded.

b) Scanned copy of Power of Attorney in favor of signatory of Tender/Bid to be uploaded.

c) Scanned copy of Documents and relevant details to establish in accordance with GIB that the goods to be supplied by the bidder conform to the requirement of the Tender Enquiry Document to be uploaded.

d) Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.

vi) Scanned Copy of undertakings and Other Documents as per TED.

Note:

1. It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any

B) Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

Schedule of price bid in the form of BOQ_XXXX .xls:
The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at https://eprocure.gov.in/eprocure/app . Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS New Delhi.

9.2 The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a Rate Contract must specify whether he signs as:

i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.

ii) In case of partnership firm he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

iii) Constituted attorney of the firm if it is a company.

Note:

1) In case of (ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.

2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.

3) Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

9.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

9.4 Bid sent by fax/email shall be ignored.

10. Bid Currencies

10.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

10.2 Bids, where prices are quoted in any other way shall be treated as non -responsive and rejected.

11 Bid Prices

11.1 The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery At Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.

11.2 In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.

11.3 If there is more than one schedule in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.

11.4 The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the Rate Contract on the selected bidder on any of the terms offered.

11.5 In case of controlled drugs by the Government (Under DPCO), 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.

12. Firm Price

12.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.

12.2 Statuary variation in GST will be applicable.

13. Alternative Models/Brands/Quality

13.1 Alternative Models/Brands/Quality are not permitted. The Bidders are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models/ Brands/ Quality, there bid will not be considered for that item.

14 Documents Establishing Bidder's Eligibility and Qualifications

14.1 The bidder shall furnish, as part of its bid, relevant details and documents establishing its eligibility to quote and its qualifications to perform the Rate

Contract if its bid is accepted. The "Qualification Criteria" have been given in Section VIII.

14.2 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.

15. Documents establishing good's Conformity to Tender Enquiry Document.

15.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the bid fully conform to the goods specified by the purchaser in the Tender Enquiry Document. For this purpose the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods offered in its bid.

15.2 In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

15.3 If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

16. Bid Security (BS) /EMD

16.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).

16.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.

16.3 The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.

16.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:

i) Account Payee Demand Draft/ Banker's cheque
ii) Fixed Deposit Receipt
iii) Bank Guarantee

16.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of as indicated in the NIT payable at New Delhi. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section XI in these documents.

16.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.

16.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

16.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

17. Bid Validity

17.1 The bid shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

17.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

17.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

18. Instructions for Online Bid Submission and Registration on CPP Portal:

18.1 The bidders shall submit their online bids as per the instruction given for online bid process. 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**.**

18.2. Registration on CPP Portal:

i) 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.

ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii) 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.

iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage)

issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode /eMudhra etc.), with their profile.

v) 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.

vi) 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.

18.3. Searching for Tender Enquiry Document on CPP Portal:

i) 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.

ii) 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 / e-mail in case there is any corrigendum issued to the tender document.

iii) 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.

18.4. Preparation of Bids for uploading on CPP Portal

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

ii) Please go through the tender advertisement and the Tender Enquiry 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.

iii) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

iv) 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 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.

19. Submission of Bids for uploading on CPP Portal

19.1 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.

19.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

19.3 Bidder has to select the payment option as "offline" to pay the Bid Security/ EMD as applicable and enter details of the instrument.

19.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry 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 Enquiry Document. 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.

19.5 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.

19.6 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.

19.7 All the documents being submitted by the bidders would be encrypted using PKI encryption 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 openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

19.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

19.9 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 summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

19.10 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.

19.11 Assistance to Bidders for uploading CPP Portal:

i) Any queries relating to the Tender Enquiry 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 NIT.

ii) 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

E. BID OPENING

20. Opening of Bids

20.1 E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

20.2 No change/alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.

20.3 Withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full.

20.4 Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

F. SCRUTINY AND EVALUATION OF BIDS

21. Basic Principle

21.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

22. Scrutiny of Bids

22.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

22.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

22.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

22.4 **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.

22.5 In the absence of submission of the following, a bid shall be declared non-responsive during the evaluation and will be ignored;

i) Tender Acceptance Form as per Section IX (signed & stamped) not uploaded.
ii) Bid validity is shorter than the required period.
iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
iv) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
v) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, shelf life clause, warranty clause, dispute resolution mechanism, and applicable law.
vi) Poor/unsatisfactory past performance.
vii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. /State Govt. Ministries/AIIMS, New Delhi.
viii) Bidder has not agreed to currency of Rate Contract period.
ix) Bidder has not agreed for the delivery terms and delivery period.

22.6 **INSPECTION OF FIRM'S PREMISES:**
The Director or his nominee reserves the right for inspection of the pharmaceutical firms participating in the tenders, 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.

23. Minor Infirmity/Irregularity/Non-Conformity

23.1 If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

24. Qualification Criteria

24.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VIII, will be treated as non - responsive and will not be considered further.

25. Item-wise Evaluation

25.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

26. Comparison of Bids

26.1. The comparison of the responsive Bids shall be carried out on Free Delivery at consignee site basis.

27. Purchase Preference for Evaluation

27.1 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive Bids.

28. Bidder's capability to perform the Rate Contract

28.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.

28.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender

Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

29. Contacting the Purchaser

29.1 From the time of submission of bid to the time of awarding the Rate Contract , if a bidder needs to contact the purchaser for any reason relating to NIT/Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

29.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

G. AWARD OF RATE CONTRACT

30. Purchaser's Right to accept any bid and to reject any or all bids.

30.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Rate Contract , without incurring any liability, whatsoever to the affected bidder(s).

31. Award Criteria

31.1 Subject to the above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser. In cases where advance samples have been called in "Special Instructions to Bidders" in Section III,

32. Purchase Orders to be placed during currency of Rate Contract

32.1 Purchase Orders will be placed from time to time by the Centers/Hospitals/Department/ Store Sections of AIIMS during the currency of Rate 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.

33. Notification of Award

33.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within thirty days from the date of dispatch of this notification, failing which the Bid Security will be forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.

33.2 The Notification of Award shall constitute the conclusion of the Rate Contract.

34. Issue of Rate Contract

34.1 Promptly after notification of award, the Purchaser will mail the Rate Contract form (as per Section XIII) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

34.2 Within twenty one days from the date of the Rate Contract, the successful bidder shall return the original copy of the Rate Contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

35. Non-receipt of Performance Security by the Purchaser

35.1 Failure of the successful bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of GIB clauses above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 12-Termination of default of GCC under Section IV.

36. Return of Bid Security/EMD

36.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of Clause 19 of GIB.

37. Publication of Bid Result

37.1 The name and address of the successful bidder(s) receiving the Rate Contract(s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

38. Corrupt or Fraudulent Practices

38.1 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such Rate Contract/Purchase Orders. In pursuance of this policy, the Purchaser: -

a) defines, for the purposes of this provision, the terms set forth below as follows:

i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Rate Contract/Purchase Orders execution; and

ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Rate Contract/Purchase Orders to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Rate Contract/Purchase Orders in question;

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate Contract/Purchase Orders by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Rate Contract/Purchase Orders.

SECTION – III
SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
1.	1 - 38		No Change

1. If required, the bidder will submit the samples for each item in original packing, duly labeled (Printed) and sealed having date of manufacturing, date of Expiry, manufactured by with batch No. Stores Officer (H) within 10 days. If the bidder fails to submit the sample within given time, the bid will be summarily rejected and no correspondence will be entertained in this regard.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of Requirements under Section VI and Technical Specification under Section VII of this document.

2. Patent Rights

2.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods to be provided by the supplier under the Rate Contract/Purchase Orders for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Performance Security

3.1 Within Thirty (30) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to three percent (3%) of the Total Estimated Quantity of the items for which Rate Contract is being awarded.

3.2 The Performance Security shall be denominated in Indian Rupees in any of the following forms:

i) Account Payee Demand Draft
ii) Fixed Deposit Receipt drawn from any Scheduled bank in India
iii) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XII of this document

3.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government, the amount of the Performance Security is liable to be forfeited equivalent to the amount of Supply Order. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

3.4 In the event of any extension of currency of Rate Contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the Rate Contract , as amended.

3.5 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations (if applicable).

4. Technical Specifications

4.1 The Goods to be provided by the supplier under this Rate Contract shall conform to the 'Technical Specification' under Sections VII of this document.

5. Inspection, Testing and Quality Control

5.1 The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Rate Contract specifications and other quality control details incorporated in the Rate Contract.

5.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again. No payment shall be made for rejected material and In case rejected goods are not removed, these will be disposed off in a manner as deemed fit by the authorities at the risk and responsibility of the suppliers without any further notice.

5.3 Regular and random testing of drugs will be under taken by AIIMS from any NABL accredited /Govt. approved laboratories (Annexure attached) at the time of supply and at any time during the shelf life or whenever any defect is noticed.
The Director AIIMS shall be at liberty to undertake regular and random testing of the drugs supplied by the pharmaceutical firm/ bidder at regular interval to maintain and ensure the quality of drugs.

5.4 The report of the NABL accredited/Govt. approved laboratory shall be accepted by the pharmaceutical firm. In case the same is disputed by the pharmaceutical firm, the report of the approved Central Drug Testing Laboratory as approved by CDSCO (Appellate Authority) only will be accepted as final. However, the same should be submitted within three months, from the date of communication of the disputed test report to the pharmaceutical firm. For this, the pharmaceutical firm should approach the concerned Drug Control Authorities for getting the drugs tested, as per procedure.

5.5 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.

(f) If any drugs supplied against this Rate Contract are found to be not of standard quality on inspection by Competent Authority, the pharmaceutical firm will be liable to replace the entire quantity within 15 days otherwise risk purchase will be charged from the company and the cost of testing will be recovered from the supplier.

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

Quality Control

I. The stores offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under as and Drug Price Control order.

II. While quoting against items with ISI Mark, it should be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the pharmaceutical firm should ensure that the items supplied has ISI Mark as well as Code Number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI Marking license issued by Bureau of Indian Standards should be enclosed along with the quotation.

6. Terms of Delivery

6.1 Goods shall be delivered by the supplier on "Free Delivery At Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract.

6.2 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.

7. Warranty

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

7.2 The warranty period (if applicable as stated in Schedule of Requirement in Section-VI or Technical Specification in Section- VII) shall include all spares, labor and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

8. Prices

8.1 Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store

Sections against this Rate Contract till the currency period of Rate Contract.

8.2 Statuary variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.

8.3 **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.

9. Payment Terms

9.1 100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

i) Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
ii) "Consignee Receipt Certificate" as per Section XIV of Tender document in original
iii) "Final Consignee Acceptance Certificate" as per Section XV of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

9.2 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.

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

10. Delivery

10.1 The supplier shall deliver the goods under the Rate Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Rate Contract. The time for and the date of delivery of the goods stipulated in the Purchase Order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the Purchase Order.

10.2 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.

10.3 **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.**

10.4 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:

i) Imposition of liquidated damages,
ii) Forfeiture of its Performance Security and
iii) Termination of the Rate Contract/Purchase Orders for default.

10.5 If at any time during the currency of the Rate Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regards. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

10.6 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

i) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.

ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Rate Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.

iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.7 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

10.8 Passing of Property

(i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

(ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

(iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

10.9 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 or GLP (Good Lab Practice) accredited Lab. without which the supply will not be accepted. It will be the responsibility of the vendor to provide the certificate of NABL/GLP accredited of the laboratory from which the test report is given. In case the total value of supply order of drugs is less than Rs.-10,000/- in house Lab Test Report will be accepted. However, AIIMS reserves the right to get the supplies tested again from a Govt. /NABL accredited laboratory. 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 for a period of 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 manufacturing Company will be accepted.

10.10 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).

10.11 Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item/strip up to primary level. The supply Challan should be accompanied by test report from NABL accredited lab/Govt. Approved 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. All the items which are stamped with "AIIMS SUPPLY NOT FOR SALE" mark, including rejected stores, cannot be sold to the public by the bidder.

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

10.13 If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.

10.14 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.

10.15 **PACKING:**

1) 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.
2) Where no pack is specified, bidders may quote for standard pack which is available in the market.
3) Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
4) Rates should be quoted for strip packing only except where mentioned.
5) Supplies to be made in the box of Standard packing. However tablets/capsules in loose pack (tin/bottle) shall not be accepted.
6) Liquid orals to be supplied only in glass / plastic bottles conforming to IP/BP/USP/Drugs & Cosmetics Act, 1940.
7) Large volume parenteral to be quoted and supplied only in glass/plastic bottles / poly packs conforming to I.P. /BP/USP/ Drug & Cosmetic Act, 1940.
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.MRP should not be written/embossed/should be defaced with indelible ink on any labels otherwise it will disqualified for that supply.

10.16 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.

11. Liquidated Damages

11.1 PENALTY FOR NON-SUPPLY/LATE SUPPLY

i) Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Rate Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, until actual delivery or performance subject to a maximum of 10% of the Purchase Order price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

ii) If supplier fails to execute the supply order three times during the period of rate contract, it shall be debarred for the next three years with effect from the last failure and forfeiting of Performance Security for that drug

11.2 In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause.

11.3 The approved rate contract holders should supply all their ordered items 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.** 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, administrative action shall be initiated as per AIIMS procedure which may lead to debarring of the firm for subsequent tenders (up to 3 years).**

11.4 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.

11.5 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.

12. Termination for Default

12.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Rate Contract and/or Purchase Order in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the Purchase Order, or within any extension thereof granted by the Purchaser.

12.2 The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.

12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract/Purchase Orders to the extent not terminated.

13. Termination for Insolvency

13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Rate Contract/Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

14. Force Majeure

14.1 Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Rate Contract/Purchase Orders is the result of an event of Force Majeure.

14.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

14.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.4 If the performance in whole or in part or any obligation under this Rate Contract/Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Rate Contract/Purchase Orders without any financial repercussion on either side.

14.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

15. Termination for Convenience

15.1 The Purchaser reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Rate Contract.

15.2 The Supplier reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice by the supplier of 90 days at any time during the currency of the Rate Contract.

16. Resolution of Disputes

16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Rate Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Rate Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

16.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Rate Contract/Purchase Orders has been issued, i.e., New Delhi, India.

16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., New Delhi, India.

16.6 Applicable Law: The Rate Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17 Withholding and Lien in respect of sums claimed

17.1 Whenever any claim for payment arises under the Rate Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Rate Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

17.2 It is an agreed term of the Rate Contract/Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Rate Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty conditions, Shelf life, if applicable, will be as mentioned in the Schedule of Requirement as per section VI of the Tender Enquiry Document.

1. **The quantity shown in the tender can be <u>increased or decreased</u> to any extent depending upon the actual requirement.**

SECTION – VI
SCHEDULE OF REQUIREMENTS
As per "Annexure A"- List of Drugs/Molecules

Terms of Delivery:

Free Delivery at Consignee's Site(s)

1. Delivery Period:

1.1 The Delivery Period is maximum 45 days from date of issue of Purchase Order against the Rate Contract. In case of exigency, a shorter Delivery Period can be given and if, it is not acceptable to Supplier, it may be intimated to the Purchase Officer within seven days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be delivered at consignee site.

1.2 The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items 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.

2. Shelf-Life:

a) Short- life items (which have a life-period of eighteen months or less), should not have passed 5/6th of their total shelf life at the time of supply.
b) In respect of items not covered by clause (i) above, stores should not be older than one year from the date of manufacturing at the time of supply.
c) For all those drugs, which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain.
d) If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and when required.
e) The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before the date of expiry marked on the labels.
f) For Drugs having shelf life of Two years or less: As on the date of delivery, Drugs should not be older than one fourth (1/4) of its shelf life from the date of manufacture.
g) For Drugs having shelf life more than Two years: As on the date of delivery, Drugs should not be older than one sixth (1/6) of its shelf life from the date of manufacture.
h) For Imported Drugs: As on the date of delivery, Drugs should have a minimum 50% of valid shelf life from the date of manufacture.

However, the consignee may relax this criteria in case of exigencies with reasons duly recorded and shall be responsible for use of that stores within its given shelf life, with a suitable undertaking from the supplier, the terms of which shall be decided by the consignee as per the requirement of the stores and usage pattern. The Consignee should ensure that there should not be any loss to the Corporation.

3. 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) While making quotations against re-packing and chemical items, it must be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the firm should ensure that the item supplied has ISI mark as well as code number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI marking license issued by Bureau of Indian Standards should be enclosed along with quotation.

If a molecule is being repacked all the requirements of 28 (i) to (xviii) must be fulfilled for the repacked molecule.

For delayed delivery, liquidated damages will get applied as per GCC.

SECTION – VII
SPECIFICATION

As per "Annexure A"- List of Drugs/Molecules

Section – VIII
Qualification Criteria

1. Scanned copy of **Manufacturing & Market standing/ experience certificate** of minimum **"Three Years"** of the molecule quoted by them duly certified by centre/ State Drug Controller in the Performa Section- XVIII. The certificate should have been issued recently i.e. not more than one year old from the date of the opening of the tender.
2. WHO GMP/GMP Certificate Scanned Copy of Valid WHO-GMP certificate/ Valid Schedule 'M' certificate issued by Centre/ State Drug Controller and should not have been issued more than five years old.
3. 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 submitted as per WHO norms and '3-years' Marketing experience certificate issued by the Drug Controller.
4. Scanned copy of **valid manufacturing license** issued by Centre/State Drug Controller indicating the list of products should be submitted**.** Public Sector Undertakings with at least "3-years" market standing having manufacturing license issued by Centre/ State Drug Controller.
5. Scanned copy of **valid narcotic license** issued by Central/State Excise Commissioner should be submitted by the bidder.
6. In case of newly introduced drugs/molecules, the manufacturer can be eligible provided the firm submits a certificate from the DCGI, in this regard. In such cases, the firm has to submit an MMC of the molecule concerned from the date of issue of Certificate by the DCGI of the new drug to that firm. In such case MMC of 03 years is not cleared/ completed, it will be relaxed accordingly. Also, in case of imported Drug/Formulations Form-45 (Permission Certificate) issued by DCGI will also be accepted.
7. 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.
8. Manufacturing firm should upload the scanned copy of performance certificate of 02 years for supply of drugs/medicines/iv fluids within last 05 financial years i.e. 2017-18, 2018-19, 2019-20 ,2020-21& 2021-2022 from any Govt. Hospital/PSUs./reputed hospital/Institutions/International buyer on the purchaser letter head where the bidders is supplying these items in reference to this tender. The performance certificate submitted should be issued within preceding one year from the date of the publication of the tender.
9. **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 per year 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 (**2019-20, 2020-21 & 2021-2022**) in the enclosed Performa at **Section-XIX.** Separate sheets of **Section-XIX** should be enclosed for separate schedule.

10. Tender shall be rejected if the Copy of GST Registration Certificate is not furnished. Firm shall furnish a certificate on their letter head stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit Scanned copies of last 01 (one) year's returns submitted to the concerned department.

11. Turnover Clause:

    (a) Participating pharmaceutical Firms will have to submit audited financial statement by registered Chartered Accountant for last three preceding financial years (i.e. 2018-19, 2019-20, 2020-21) in support of the annual turnover.

    (b) Twenty five Percent or more of the annual turnover shall be from the trading of the drugs in open market and it should be exclusive from supply to Government Departments and 3rd Party Sale. A certificate from the Chartered Accountant with reference to sale in the open market/ sale to the Government Departments and 3rd Party Sale should be submitted.

    (c) Group turnover (other than drugs and their formulations) will not be considered for determining the eligibility and such tenders will be rejected summarily.

12. If a firm is the sole manufacturer of the product, the same can be treated as a Proprietary drug, provided the firm submits a certificate to this effect from the competent authority in India.

13. Scanned copy of **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. In case the DCGI does not mention the name of the molecules in their certificates, **a relevant undertaking will be provided with list of drug/molecules along with non-conviction certificate, by the vendor in addition to the above mentioned certificate.** Non-Conviction Certificate must have been issued *by the Drug Controller of the concerned State* within preceding one year from the date of the publication of the tender.

14. In case of Imported products the financial turnover of overseas manufacturing firm (Principal firm) will be considered.

15. 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 specification 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".

16. Certificate on self attested non-judicial stamp paper of Rs.10/- stating that there is no vigilance/ CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred on the date of submission of the bid by any Central Govt./State Govt. department/hospital/PSUs etc. Bidder should also provide information regarding blacklisting/debarring of the firm in last three years (2019-20, 2020-21 and 2021-22) by any Government or Private organization/Hospital. In case of any false information provided or concealed the information by any bidder, the bidder shall be debarred for two years and EMD/Bid Security/Performance Security submitted by the firm shall be forfeited.

17. The firms should give an undertaking to the effect that they will be legally bound to supply the medicines/drugs, for which they have quoted the rates 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 per tender terms.

18. Scanned copy of Information as per the format enclosed **(Section-XVII)** should be submitted with the tender. Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted**.**

19. Scanned copy of List of Items quoted as per **Section- XVI.**

a) Participating Pharmaceutical firm should submit a notarized undertaking on an affidavit of Rs. 100/- (Rupees One Hundred only) stating that:

i. They will comply with all the statues & legislation regarding manufacturing, import, sale and supply of drugs in India and in particular the following Acts/Enactments viz., the Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended), The Legal Metrology Act, 2009, The Drugs (Control) Act, 1950, The Indian Statistical Institute Act, 1959, GST Act.

ii. To supply drugs of standard quality as prescribed under the provisions of Drug and Cosmetic Act, 1940 (as amended). The bidder shall also undertake not to supply items / drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" as per the guidelines issued by the Drug Controller of India from time to time.

b) The participating pharmaceutical firm should submit an affidavit of Rs. 100/- (Rupees One Hundred only) duly signed by the Notary (Annexure T) asunder:-

i. "The pharmaceutical firm hereby declare that the drugs/items sold to the AIIMS under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the pharmaceutical firm/bidder hereby guarantees that the said drugs/items would continue to conforms to their description/ specification and the provisions of law as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said drugs/items. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the AIIMS in that behalf will be final and conclusive. AIIMS will be entitled to reject said drugs/items or such portion thereof as may be discovered not to conform to the said description and quality in the manner as

prescribed. Such rejection of the drugs/items will be at the seller's risk and all the provisions herein contained relating to rejection of drugs/items etc. or such portion thereof if is rejected by the purchaser. Nothing herein contained shall prejudice any other right of AIIMS in that behalf under this contract or otherwise".

ii. The Bidder submits stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs & Cosmetics Act. Or any other provision of law prevailing in India.

iii. It is declared that the firm / company/ corporation and any of its director / proprietors/ partners/ Authorised signatories are not convicted/ or a criminal case filed against or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Govt/ embezzlement of Govt fund or any criminal conspiracy in the said matter.

iv. The Bidder submits an undertaking that it is not submitting bid for any drug/ combination of drugs which is not approved by DCGI".

v. Company/Authorised Signatory has to submit an affidavit giving address of Manufacturing unit

20. For the drugs which are being imported, the Participating Pharmaceutical firm will submit valid import license issued by Drug Controller General of India and valid marketing license issued by concerned Licensing Authority (Form 10 & Form 41). That Firm will be eligible if one batch of new drug has been imported at the time of bidding.

21. In case of patented drugs, Participating Pharmaceutical firm will submit valid certificate to this effect from the Licensing Authority else bidder's claim will not be considered.

22. The firm / company/ corporation should not be convicted/ or a criminal case filed against or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Govt./ embezzlement of Govt. fund or any criminal conspiracy in the said matter.

23. For the drugs quoted in the tender enquiry, Participating Pharmaceutical firm will have to submit the samples on demand. If bidder fails to submit the samples within the period specified, the tender will be rejected.

Section – IX
TENDER ACCEPTANCE FORM

To

The Director,
All India Institute of Medical Sciences
Ansari Nagar, New Delhi-110 029 India.

Ref. Your ATE No. _____due for opening on

_____ *insert date*

We, the undersigned have examined the above mentioned Tender Enquiry Document, including amendment/corrigendum (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver in conformity with your above referred document for the sum as shown in the Price Schedules (BoQ) uploaded herewith and made part of this bid. If our bid is accepted, we undertake to supply the items for which Rate Contract has been concluded, in accordance with the delivery schedule specified in the Schedule of Requirements.

We further confirm that, if our bid is accepted, we shall provide you with a Performance Security of required amount in an acceptable form in terms of "General Conditions Contract", Section - IV read with modification, if any "Special Conditions of Contract", in Section - V, for due performance of the Rate Contract/Purchase Orders.

We agree to keep our bid valid for acceptance as required in the "General Instruction to Bidders", read with modification, if any in "Special Instructions to Bidders", Section – III or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred advertised tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by Central Govt./State Govt. Ministries/AIIMS, New Delhi.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Enquiry Document, including amendment/ corrigendum if any**.**

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the Bid Security/Performance Security."

Name: _____
Business Address_____
_____

Place: _____

Date: _____

SECTION – X
PRICE SCHEDULE

BoQ may be uploaded as per instructions given in Tender Enquiry Document.

SECTION – XI
BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(*hereinafter called the "Bidders"*)

has submitted its Bid dated _____ for the supply of _____
(hereinafter called the "Bid")

against the purchaser's ATE No. _____

Know all persons by these presents that we _____

having our registered office at _____
(Hereinafter called the "Bank")
are bound to Director, AIIMS, New Delhi
(hereinafter called the "Purchaser)

in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this

_____day of _____ 20_____.

The conditions of this obligation are:

1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity:-

   a. If the bidder fails or refuses to furnish the performance security for the due performance of the Rate Contract/Purchase Orders or
   b. If the bidder fails or refuses to accept/execute the Rate Contract/Purchase Orders or
   c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or more the three conditions, specifying the occurred condition(s).

This guarantee will remain in force up to_____*(insert date of additional forty-five days after Bid validity)* and any demand in respect thereof should reach the Bank not later than the above 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

SECTION – XII
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the Supplier) (Hereinafter called "the Supplier")

has undertaken, in pursuance of Rate Contract No._____

dated _____ valid from _____ to _____ for supply

_____ (*insert description of goods*)
(Hereinafter called "the Contract"),

to Director, AIIMS, New Delhi-110 029
(Hereinafter called "the Purchaser")

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

_____(insert *Amount of the Performance Security 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 your demanding the said debt from the supplier before presenting us with the demand.

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 remain in force up to_____ *(insert last date of currency of Rate Contract plus Warranty Period (if applicable) plus additional Ninety days)* and any demand in respect thereof should reach the Bank not later than the above 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

SECTION – XIII
RATE CONTRACT FORM FOR GOODS

(To be executed on Non-Judicial Stamp Paper worth of Rs.100/-)

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
(Insert Name of concerned Centre/Hospital/Department/Section)
ANSARI NAGAR, NEW DELHI-110 029

Rate Contract No._____ dated_____

To _____

(*insert name of Supplier with address*)

This is in continuation to this office's Notification of Award No.: _____ dated _____

1. Name & address of the Supplier: _____

2. Advertised Tender Enquiry No. of Tender Documents: _____ and subsequent Amendment No.:_____, dated:_____ (if any), issued by the Purchaser

3. Supplier's Bid No.:_____ dated: _____and subsequent communication(s) No.:_____ dated: _____ (if any), exchanged between the supplier and the purchaser in connection with this Tender Document.

4. In addition to this Rate Contract Form, the following documents etc, which are included in the Tender Enquiry Documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this Rate Contract:

   i) General Conditions of Contract;

   ii) Special Conditions of Contract;

   iii) Schedule of Requirements;

   iv) Technical Specifications;

   v) Tender Acceptance Form uploaded by the supplier;

   vi) Price Schedule(s)/BoQ uploaded by the supplier in its Bid;

   vii) Manufacturers' Authorization Form (if applicable);

   viii) Purchaser's Notification of Award

   Note: The words and expressions used in this Rate Contract shall have the same meanings as are respectively assigned to them in the conditions of Rate Contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – "General Instructions to Bidders" of the Tender Enquiry Document shall also apply to this Rate Contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

i) Brief particulars of the goods which shall be supplied by the supplier against Rate Contract are as under:

Item No.	Brief Description of Goods	Unit	Unit Price (in INR)	GST Rate (in %age)	Total Unit Price with GST (in INR)

ii) Terms of Delivery: Free Delivery At Site

iii) Delivery schedule: 45 Days from the Date of Issue of Purchase Order

iv) Performance Security of Rs._____ valid upto _____to be furnished by _____

6. Currency of Rate Contract from: _____to: _____

7. Shelf Life: At the time of supply, the supplier will supply fresh stock, and the remaining shelf life should be more than 5/6 of shelf life.

8. 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.

9. Payment terms: As per General Conditions of Contract

10. The Supplier will supply the goods as per Rate Contract against Purchase Orders issued by various Centers/Hospital/Section/Departments/Store Sections of AIIMS, New Delhi.

_____

Signature, name and designation of the Purchaser authorized official
for and on behalf of Director, AIIMS, may be called as First Party

Received and accepted this Rate Contract

Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier, may be called as Second Party

for and on behalf of _____
(*Insert Name and address of the supplier*)

(Seal of the Supplier)

Date: _____

Place: _____

SECTION – XIV
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1) Rate Contract No. &date :_____

2) Purchase Order No. &date : _____

3) Supplier's Name :_____

4) Consignee's Name & Address: _____

5) Name of the item supplied :_____

6) Quantity Supplied :_____

7) Date of Receipt by the Consignee :_____

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XV
FINAL CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee's authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the Rate Contract/Purchase Order and the same has been installed and accepted.

1) Rate Contract No. & date :_____

2) Purchase Order No. & date : _____

3) Supplier's Name:_____

4) Consignee's Name & Address: _____

5) Name of the item Supplied :_____

6) Quantity Supplied :_____

7) Date of Receipt by the Consignee :_____

8) Quantity Accepted :_____

9) Date of Acceptance by the Consignee :_____

10) The supplier has fulfilled its contractual obligations including installation (if applicable) satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

i)
ii)
iii)
iv)

11) The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XVI

LIST OF ITEMS QUOTED
FORMAT OF SUBMISSION OF VALID REVISED SCHEDULE –M/ WHO-GMP/IMPORT LICENSE/ COPP/ MANUFACTURING LICENSE (STRICT COMPLIANCE).

Sr. No.	Item' serial no. as per tender list	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.

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

a) Participating Pharmaceutical firm should submit a notarized undertaking on an affidavit of Rs. 100/- (Rupees One Hundred only) stating that:
   i) They will comply with all the statues & legislation regarding manufacturing, import, sale and supply of drugs in India and in particular the following Acts/Enactments viz., the Drugs and Cosmetics Act, 1940, The Drugs and Cosmetics Rules, 1945 (as amended), The Legal Metrology Act, 2009, The Drugs (Control) Act, 1950, The Indian Statistical Institute Act, 1959, GST Act.

   ii) To supply drugs of standard quality as prescribed under the provisions of Drug and Cosmetic Act, 1940 (as amended). The bidder shall also undertake not to supply items / drugs "not of standard", "Grossly sub-standard" and "Spurious and adulterated drugs" as per the guidelines issued by the Drug Controller of India from time to time.

b) The participating pharmaceutical firm should submit an affidavit of Rs. 100/- (Rupees One Hundred only) duly signed by the Notary (Annexure T) asunder:-

   i) "The pharmaceutical firm hereby declare that the drugs/items sold to the AIIMS under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the pharmaceutical firm/bidder hereby guarantees that the said drugs/items would continue to conforms to their description/ specification and the provisions of law as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said drugs/items. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the

AIIMS in that behalf will be final and conclusive. AIIMS will be entitled to reject said drugs/items or such portion thereof as may be discovered not to conform to the said description and quality in the manner as prescribed. Such rejection of the drugs/items will be at the seller's risk and all the provisions herein contained relating to rejection of drugs/items etc. or such portion thereof if is rejected by the purchaser. Nothing herein contained shall prejudice any other right of AIIMS in that behalf under this contract orother wise".

ii) The Bidder submits stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs & Cosmetics Act. Or any other provision of law prevailing in India.

iii) It is declared that the firm / company/ corporation and any of its director / proprietors/ partners/ Authorised signatories are not convicted/ or a criminal case filed against or pending in any court of India by any department of Govt. under prevention of Corruption Act or for cheating/ defrauding Govt/ embezzlement of Govt fund or any criminal conspiracy in the said matter.

iv) The Bidder submits an undertaking that it is not submitting bid for any drug/ combination of drugs which is not approved by DCGI".

v) Company/Authorised Signatory has to submit an affidavit giving address of Manufacturing unit

SIGNATURE AND ADDRESS OF THE BIDDER

SECTION – XVII

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 for different forms of drugs :

i) Tablets :
ii) Capsules :
iii) Syrups/ Suspension :
iv) Injections :
v) Powder :
vi) Inhalation :
vii) Topical :

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 products. 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.

SECTION – XVIII

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 three (3) years.

The products are as follows:

S. No.	Name of the Product	Pharmacopoeia Specification	Strength
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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.

SECTION – XIX

PRODUCTION-CAPACITY ASSESSMENT CERTIFICATE

Item no. & name of items: _____

Indicate details of production of the items quoted at least two years from 2019-20,2020-21 & 2021-22 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.

2019-20		2020-21		2021-22		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

SECTION – XX
CHECKLIST

Sr. No.	Documents to be submitted along with the techno-commercial bid	Attached at page number
a.	Scanned copy of "EMD/Bid Security" furnished in accordance with GIB alternatively, documentary evidence as per GIT for claiming exemption from payment of EMD/Bid security to be uploaded.	
b.	Scanned copy of "List of Items Quoted" as per **SECTION – XVI** of Tender Enquiry Document.	
c.	Scanned copy of "Tender Acceptance Form" as per **Section IX** to be uploaded	
d.	Scanned Copy of GST Registration Certificate.	
e.	Scanned copy of Documents confirming to Sole Proprietorship/ Partnership/Private Limited Firm in the country of origin as the case may be to be uploaded.	
f.	Scanned copy of **Manufacturing & Market standing/ experience certificate** of minimum **"Three Years"** of the molecule quoted by them duly certified by centre/ State Drug Controller in the Performa **Section- XVIII**. The certificate should have been issued recently i.e. not more than one year old from the date of the opening of the tender.	
g.	Scanned Copy of **Valid WHO-GMP certificate/ Valid Schedule 'M' certificate** clearly indicating the products (molecule/drug) issued by Centre/ State Drug Controller and should not have been issued more than five years old**.**	
h.	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 submitted as per WHO norms and '3-years' Marketing experience certificate issued by the Drug Controller.	
i.	Scanned copy of **valid manufacturing license** issued by Centre/State Drug Controller indicating the list of products should be submitted**.** Public Sector Undertakings with at least "3-years" market standing having manufacturing license issued by Centre/ State Drug Controller.	
j.	In case of **newly introduced** drugs/molecules, the manufacturer can be eligible provided the firm submits a certificate from the DCGI, in this regard. In such cases, the firm has to submit an MMC of the molecule concerned from the date of issue of Certificate by the DCGI of the new drug to that firm. In such case MMC of 03 years is not cleared/ completed, it will be relaxed accordingly.	
k.	Manufacturing firms should submit scanned copy of performance certificate(s) of at least 02 years in last 05 years (2017-18, 2018-19, 2019-20, 2020-21 & 2021-22), from other similar two Hospital, out of which one must be from Government/Public Sector from the Competent Authority.	
l.	Production-Capacity assessment certificate as per section-XIX	

m.	Copy of GST No dues Certificate	
n.	Scanned copies of last 2 year's GST returns submitted to the concerned department	
o.	The manufacturing firm quoting for the items mention below have to Submit the documents of annual turnover of the company audited by a Chartered Accountant of the pharmaceutical products during any three consecutive financial years (Financial year 2017-18, 2018-19, 2019-20 & 2020-21) : i) Narcotic drugs, Enemas should have minimum annual turnover of Rs. 1.5 Crores. Niche products/Patented Products/MSE have minimum annual turnover of Rs. 1.5 Crores. ii) Cream/Ointment, lotion, eye/ear drops, mouth wash/Gargles , Contrast media, I.V fluids(large volume parentrals) should have a minimum annual turnover of Rs. 30.00 Crores. iii)Tablets, Capsules, Injections should have a minimum annual turnover of at least Rs. 150.00 Crores.	
p.	Scanned copy of Non-conviction certificate	
q.	Certificate on self attested non-judicial stamp paper of Rs.10/- stating that there is no vigilance/ CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred on the date of submission of the bid by any Central Govt./State Govt. department/hospital/PSUs etc. Bidder should also provide information regarding blacklisting/debarring of the firm in last three years (2019-20, 2020-21 and 2021-22) by any Government or Private organization/Hospital. In case of any false information provided or concealed the information by any bidder, the bidder shall be debarred for two years and EMD/Bid Security/Performance Security submitted by the firm shall be forfeited.	
r.	The firms should give an undertaking to the effect that they will be legally bound to supply the medicines/drugs, for which they have quoted the rates 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 per tender terms.	
s.	Scanned copy of Information as per the format enclosed **(Section-XVII)** should be submitted with the tender. Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted**.**	
t.	Scanned copy of List of Items quoted as per **Section- XVI.**	

ANNEXURE A

List of Drugs/Medicines					
S.no.	**Nomenclature**	**Tablet/Capsule/ Syrup/Injection**	**Item no.**	**Strength**	**Total Annual Consumption approx.**
1	Glibenclamide	Tablet	1	5mg	5000
2	Glibenclamide+ Metformine	Tablet	2	2.5mg+500mg	10000
3	Human Biphasic Isophane Insulin 25/75 penfill	Injection	3	300 IU (3ml)	4000
4	Human Biphasic Isophane Insulin 30/70 pen (Disposable) &penfill.	Injection	4	300 IU (3ml)	3500
5	Human Biphasic Isophane Insulin 30/70 pen (Permanent) &penfill. Note: Lowest firm shall supply pen, free of cost as per requirement.	Injection	5	100IU/ml (3ml)	4500
6	Human Biphasic Isophane Insulin 30/70 vial	Injection	6	10 ml	3000
7	Human Isophane Insulin	Injection	7	40 IU (10ml)	3780
8	Human Neutral soluble insulin penfill	Injection	8	100IU/ml (3ml)	4000
9	Human Neutral soluble insulin vial	Injection	9	40 IU (10ml)	6000
10	Insulin aspart biosynthetic & meta cresol penfill with pen	Injection	10	300 IU (3ml)	3000
11	Insulin Aspart premix analogue 30/70 pen	Injection	11	3 ml	2500
12	Insulin detemir Flexpen	Injection	12	3ml	2500
13	Insulin Glargin Pen	Injection	13	300 IU (3ml)	4000
14	Insulin Glulisine PFS	Injection	14	100 IU/ml (3ml)	2500
15	Insulin Glulisine vial	Injection	15	100 IU/ml (10ml)	2500
16	Linagliptin	Tablet	16	5 mg	1000
17	Metformin	Tablet	17	500mg	300000
18	Metformin + Gliclazide	Tablet	18	500mg+80mg	10000
19	Metformin SR	Tablet	19	1000mg	200000
20	Metformin SR	Tablet	20	500 mg	200000
21	Monocomponent Insulin (Recombinant DNA origin penfill 100 IU pen lispro	Injection	21	300 IU (3ml)	1200
22	Monocomponent Insulin (Recombinant DNA origin penfill with permanent pen	Injection	22	300 IU (3ml)	800

23	Monocomponent Insulin Recombinant DNA Origin, 25% Insulin Lispro and 75% Insulin Lispro protamine Suspension	Injection	23	300 IU (3ml)	800
24	Monocomponent Insulin Recombinant DNA Origin, 50% Insulin Lispro and 50% Insulin Lispro protamine Suspension	Injection	24	300 IU (3ml)	600
25	Sitagliptin	Tablet	25	100mg	40000
26	Sitagliptin	Tablet	26	50mg	30000
27	Sitagliptin + Metformin	Tablet	27	100mg+1000mg	50000
28	Sitagliptin + Metformin	Tablet	28	50mg+1000mg	30000
29	Sitagliptin + Metformin	Tablet	29	50mg+500mg	30000
30	Teneligliptine	Tablet	30	20mg	40000
31	Vildagliptine	Tablet	31	50mg	60000
32	Vildagliptine + Metformin	Tablet	32	50mg+500mg	60000
33	Acarbose	Tablet	33	50mg	10000
34	Gliclazide	Tablet	34	80mg	10000
35	Gliclazide moderate release	Tablet	35	30mg	10000
36	Glimipride	Tablet	36	1mg	200000
37	Glimipride	Tablet	37	2mg	200000
38	Glimipride+Metformin	Tablet	38	1mg+500mg	100000
39	Glimipride+Metformin	Tablet	39	2mg+500mg	100000
40	Dapagliflozin	Tablet	40	10mg	60000
41	Dapagliflozin + Metformin	Tablet	41	10mg + 500mg	30000
42	Dapagliflozin + Metformin	Tablet	42	10 mg+ 1000mg	30000
43	Repaglinide	Tablet	43	1mg	10000
44	Gliclagide MR	Tablet	44	30mg	10000
45	Metformin	Tablet	45	850mg	5000
46	Pioglitazone	Tablet	46	15mg	5000