Sealed tenders in Two Bids (Technical & Financial) on behalf of the Director, All India Institute of Medical Sciences, are invited to purchase medicine for patients and AIIMS Staff wherever it deemed fit to cater day to day requirements. The Institute intends to enter into Rate Contract for two year with approved licensed Chemist/Druggist holder, who has his shop/service outlet at Rishikesh or undertakes to make one functional within one month from the date of award of contract and can offer maximum discounts on the MRP on Generic as well on branded medicine/drugs & hospital consumables as per terms & Conditions contained in the Tender Form.

2. The Tender documents containing detailed information/terms and conditions for the purpose can either be obtained from the Administrative Officer, AIIMS, Rishikesh from 25-06-2016 to 18-07-2016 between 10.00 AM To 02.00 PM on non-refundable payment of Rs. 1135/- (Rupees one thousand one hundred thirty five only) or can be download from website www.aiimsrishikesh.edu.in. Those who download the tender document from website should enclosed the DD for Rs. 1135/- (Rupees one thousand one hundred thirty five only) (non-refundable) in favor of AIIMS Rishikesh payable at Rishikesh, which shall be of not later from --------- along with their technical bid. The bid security of Rs. 1,00,000.00/- (Rupees one lakh only) (EMD) should be paid in the form of demand draft/FD/TD/CD in favour of AIIMS Rishikesh payable at Rishikesh. The tender documents are not transferable.

3. Sealed Tender, duly super scribed as “TENDER FOR MEDICINES” addressed to the undersigned may be sent by post so as to reach AIIMS, Rishikesh by 03.00 P.M. on or before 18-07-2016 or deposited in the Tender Box kept at Tender Office of AIIMS, Rishikesh not later than 03.00 P.M. of 18-07-2016. Tender received after stipulated date/time shall not be entertained under any circumstances. The technical bid will be opened on the same day at 03.00 P.M. at Tender Office of AIIMS, Rishikesh in the presence of the bidders or their representatives who may like to be present. In the event of any of the above mentioned date being declared as a holiday / closed day, the tenders will be opened on the next working day at the appointed time. The financial bid of only technically qualified firms will be opened in the presence of their representatives and the details of successful bidder will be displayed over the web site www.aiimsrishikesh.edu.in.

4. The tender is not transferable.

5. The pre bid conference would be held on 07-07-2016 at 03.00 PM in the Tender Opening Room, AIIMS, Rishikesh. All firms’ representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm’s letter head. They are required to put their query in writing before the Tender Committee.

6. Any future clarification and/or corrigendum(s) shall be communicated through the Senior Administrative Officer on the AIIMS, Rishikesh website www.aiimsrishikesh.edu.in. The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only those bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender. Any enquiry about this tender document may be addressed to the Sr. Administrative Officer, for their timely resolution.

Sr. Administrative office
AIIMS, Rishikesh
Ph: 0135-2462915

Sign of bidder
**TENDER DOCUMENT**  
**“Supply of Medicine”**  
**AIIMS, Rishikesh**  
**TECHNICAL BID**  
(In separate sealed Cover-I super scribed as “Technical Bid”)

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<tbody>
<tr>
<td>1.</td>
<td>Name &amp; Address of the licensed chemist/druggist with phone number, email, name and telephone/mobile</td>
</tr>
<tr>
<td>2.</td>
<td>Name, Address &amp; designation of the authorized person (Sole proprietor/partner/Director)</td>
</tr>
<tr>
<td>3.</td>
<td>Have you previously supplied these items to any government/ reputed private organization? If yes, attach the relevant proof. Please provide a notarised affidavit on Indian Non Judicial stamp paper of Rs. 10/- that you have not quoted the price higher than previously supplied to any government Institute/Organisation/reputed Private Organisation or DGS&amp;D rate in last one year. If you don't fulfil this criteria, your tender will be out rightly rejected.</td>
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<tr>
<td>4.</td>
<td>Please attach copy of last three years’ of Income Tax Return</td>
</tr>
<tr>
<td>5.</td>
<td>Please attach balance sheet (duly certified by Chartered Accountant) for last three (3) years (Attach copy of annual minimum turnover which should not be less than 3 crores duly certified by the Chartered Accountant)</td>
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<td>6.</td>
<td>PAN No. (Please attach copy)</td>
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<tr>
<td>7.</td>
<td>VAT/Service Tax Registration Number. (Please attach copy alongwith the copy of last three years VAT returns as filed)</td>
</tr>
<tr>
<td>8.</td>
<td>Acceptance of terms &amp; conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.</td>
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<tr>
<td>9.</td>
<td>Power of Attorney/authorization for signing the bid documents (Not required in case of sole-proprietorship.)</td>
</tr>
<tr>
<td>10.</td>
<td>Please submit a notarised affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed by any organization.</td>
</tr>
<tr>
<td>11.</td>
<td>Please submit two performance certificate from your two different customers to whom you have supplied medicines and hospital consumables in previous 3 years</td>
</tr>
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<td>12.</td>
<td>Details of the DD/FD/TD/CD of bid security (EMD)</td>
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<td>DD/FD/TD/CD No:</td>
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<td>Date:</td>
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<td>Payable at-</td>
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**Detail of cost of Tender for Rs. 1135/- (if downloaded from website)**

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Sign of bidder
1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.

2. I/We shall supply the items of requisite quality and quantity at given rate in timely manner.

3. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security, as applicable, in the format to be provided by AIIMS Rishikesh in addition to execution of a Contract as pre-condition for obtaining the supply orders.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the AIIMS Rishikesh or Government or its undertaking has banned /suspended business dealings. I/We further undertake to report to the AIIMS Rishikesh immediately after we are informed but in any case not later 15 days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/suspended in future during the continuance of the Contract with you.

5. I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:
Tender Enquiry No.: F.No.24/Medicine/125/2016-RISH (Admin)

TENDER DOCUMENT
TERMS & CONDITIONS OF CONTRACT
(Annexure to Agreement)

1. The AIIMS, Rishikesh intends to enter into a Rate Contract for procurement of Medicine for its staff & IPD patients for two year. These items are generally purchased as per requirement from time to time.

2. The bidders have to observe highest standard of ethics. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their tenders rejected out rightly.

3. The competent authority of AIIMS, Rishikesh reserves all rights to accept or reject any/all tender(s) without assigning any reason. It can also impose/relax any term and condition of the tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over the website of the Institute. No representation will be considered after pre-bid meeting and bidders may ensure its queries only in pre-bid meeting. AIIMS, Rishikesh also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

4. While submitting for this tender, the bidders will be deemed to have read, understood and accepted all the items and conditions stated in this Tender Document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Document, may be got clarified from Senior Administrative Officer, AIIMS Rishikesh at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted.

5. Tender must be submitted on the prescribed Tender Form otherwise tender will be cancelled straightway. Bidders should necessary enclose a covering letter mentioning a summary of applied docs with proper numbering. NO PAGE SHOULD BE REMOVED /DETACHED FROM THE TENDER DOCUMENT.

6. Interested parties may send their bids with complete details about the discount to be offered on MRP of medicine & hospital consumables should be filled in Schedule (Annexure-I).

7. In case any firm is already providing the medicine to any other Government Hospital and reputed private Hospitals details thereof may also be furnished along with the Tender. The discount would be valid for a period of two year from the date of constituting the contract.

8. Sealed Tenders, duly super scribed “Tender for Medicine” and addressed to the undersigned may be sent by post or put in the Tender Box installed at Tender Office of AIIMS, Rishikesh by 3.00 P.M. on or before 18-07-2016 Tender received after stipulated date/time shall not be entertained under any circumstances. The Tender will be opened on same day at 03.30 P.M. at Tender Opening Room of AIIMS, Rishikesh in the presence of the tenderers or their representatives who may like to be present.

9. Each page of tender document must be signed by the bidder and rates/discount should be quoted against each column of the “List for Financial Quote” attached with tender document. No cutting or overwriting is allowed.

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

11. Tenders would be received in TWO BIDS system; (a) Technical Bid and (b) Financial Bid.
   • Financial bids of only those bidders would be opened who fulfill the qualification criteria and are declared qualified in Technical Bid evaluation process by the Tender Committee of AIIMS Rishikesh.
   • Technical Bid, duly signed and EMD should be put in one separate cover and wax sealed (Cover-A). This cover should be super-scribed as: “TECHNICAL BID FOR SUPPLY OF MEDICINES” in addition to documents/information listed in the tender.

Sign of bidder
Tender Enquiry No.: F.No.24/Medicine/125/2016-RISH (Admin)

- Financial Bid should be put in another separate cover and wax sealed (Cover-B). This cover should be super-scribed as: "FINANCIAL BID FOR SUPPLY OF MEDICINES"
- Both the envelopes containing the Technical Bids and the Financial Bids should be put in the third envelope (C) duly sealed and super-scribed as "TENDER FOR SUPPLY OF MEDICINES".

12. The following terms and conditions may be kept in view while sending your tender:-

a) The firm should be in a position to supply medicine as per prescription of the doctor to the Institute on short notice as and when needed (within 24 hrs)

b) All expenses will be borne by the firm for making available the medicine to AIIMS, Rishikesh premises.

c) The Medicine should be delivered in the AIIMS, Rishikesh premises within 24 hrs of receipt of the orders. In case the firm fails to supply the medicines as per requisition, the firm is bound to give “Not Available Certificate” within 24 hrs and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm. The failure of the firm to deliver such certificate will not adversely effect the Institute’s this right.

d) The rates discount/quoted/offered shall remain same during rate contract period and no request for any increase in the rates shall be entertained.

e) The owner/firm should be available on his own direct telephone (office as well as residence) and also on mobile phone so they may be contacted immediately in emergent cases. The Mobile Number may also be provided.

f) Up to date drug license as issued by concerned State Drug Authority.

g) Medicines shall be supplied from manufactures holding up to date Good manufacturing Practices (GMP) certificate issued by the appropriate Licensing Authority. A copy of the certificate shall be produced by supplier within 2(Two) weeks whenever demanded by AIIMS, Rishikesh.

h) Medicines supplied to AIIMS, Rishikesh shall have at least 2/3rd of shelf life remaining at the time of supply to the end user.

j) The supplier should take the ones of scientifically disposing of the supplied medicine (using appropriate methods) which gets expired during storage at AIIMS, Rishikesh at no extra cost.

k) The payment will be made on bill basis within 30 days.

l) That in case of change in prescription or if due to any unavoidable circumstances medicine purchased could not be used before expiry, the firm will take back such medicine and reimburse the payment made.

13. AIIMS, Rishikesh would not purchase the spurious/substandard medicine (as defined in the Drugs and Cosmetics Act, 1945) and if supplied, appropriate action such as imposition of penalty and cancellation of agreement and appropriate legal action as the competent authority think to deem fit will be taken against defaulting suppliers. Therefore, the items supplied should be quality items from innovators/generic manufacturers of international repute. The manufacturers should be supplier of medicines to major drug regulatory regions like United States of America, Japan or the European Union.

14. An earnest money of Rs. 1,00,000.00 (Rupees one lakh only) has to be deposited in the form of demand draft/TD/FD/CD drawn in favour of AIIMS, Rishikesh payable at Rishikesh along with the tender. The earnest money will be refunded to the unsuccessful tenders on finalization of the contract. The EMD of successful firms shall be converted into security deposit and shall be returned after contract period is over. The tender received without the prescribed EMD will not be entertained and cancelled.

Sign of bidder
15. The tenderer who is awarded the contract shall have to supply all the medicines/drugs requisition in, except where at the time of tender, the tenderer has given list of such medicines/drugs which could not be supplied by the tenderer because of any law or marketing strategy of any company (duly supported by documents) and duly accepted by the Institute at the time of award of the contract.

16. The AIIMS, Rishikesh reserves the right to accept or reject any tender in full or in part without assigning any reason thereof and without giving any compensation. The decision of the AIIMS, Rishikesh in this regard shall be final and binding on the firm.

17. The tender who is awarded the work will have to make the contract on Rs.100. stamp paper to abide the rate, Terms & condition of the Tender documents Security deposited of Rs. 5,00,000/- (Rupees five lakh only) has to be deposited in the form of BG/FD/TD/CD while signing the contract. EMD amount Rs. 1,00,000.00/- (one lakh only) can be adjusted against the security deposit.

18. In case of non-compliance of any terms & conditions by tenderer, AIIMS, Rishikesh will discontinue the contract immediately, by forfeiting the security deposit in full or in part.

19. The institute will be at liberty to purchase medicine from the principals/manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer or in case of other exigencies and emergency needs.

20. The tendered may specify discounts separately on the generic and marketed brands.

21. The institute will be at liberty to purchase generic medicine from “Jan Aushadhi” outlet opened on the behest of Ministry of Chemical & Fertilizer, Govt. of India at AIIMS. If the said outlet is unable to supply the generic medicines them then institute will approach to successful tender for the same.

22. Rates of discount on M.R.P. should be mentioned both in figures as well as in words in Annexure-I. Furthermore, the bidder must not manipulate the MRP of items to make any undue money out of this unethical exercise. The MRP of any item shall not be higher than the market in any case. The bidder has to ensure maximum benefit to the institute in form of lowest possible prices.

23. The firm which will offer maximum discount on MRP will have to sign the following undertaking on judicial paper of Rs. 10/-.

   (i) I M/s ___________________________ (Firm) will make available all the medicines for which order/demand is placed by AIIMS (without any substitution unless approved by the treating doctor) from time to time or on daily basis. Requisition/demand will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The medicines so required will be arranged/supplied and delivered by the firm twice a day i.e 12.30 P.M and 4.00 PM in the office of Medical Superintendent.

   (ii) The medicines will be supplied at a price arrived at after allowing discount on Maximum Retail Price as per Annexure-I.

   (iii) The medicines will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service due to this will be recoverable from M/s_________________________ (Firm). These supplies will be treated as not available with M/s_________________________ (Firm) and recovery would be made from security deposit amount.

24. **Force Majeure:** Any failure of omission or commission to carry out the provisions of this contract by the contractor/supplier shall not give rise to any claim by any party, one against the other if such failure of omission or commission arise from an act of God which shall include acts of natural calamities such as fine, flood, earthquake, hurricane or any resilience or from civil strikes, compliance with any statute and/ regulations of the Government, riots, embargoes or from any political or other reasons beyond the contractor/suppliers control including war (whether declared or not), civil war or state of insurrection provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure, conditions.

25. **Jurisdiction:** The Courts of Rishikesh/Dehradun alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/contract. It is
specifically agreed that no court outside and other than Rishikesh/Dehradun shall have jurisdiction in the matter.

26. Notwithstanding anything contained in this tender document, the Institute shall be at liberty to terminate this contract immediately by giving clear notice with or without assigning any reason whatsoever. The decision of the Director shall be final and binding upon the firm.

27. The tenderer may also terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the Institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

28. The Contractor shall, at all times, agree to indemnify and keep indemnified the Institute against all losses, damages which may arise in respect of action/inactions of the Contractor or breach of any term of this Contract by the Contractor. All claims regarding indemnity shall survive the termination of the contract with the Contractor.

29. The Director AIIMS, Rishikesh may modify, impose or relax any clause in this document as per his sole discretion.

Certified that I/We have read over the tender document including the draft agreement and have understood the contents.

I/We undertake to abide by the terms & conditions as laid down in the tender documents/agreement, in case the contract is awarded to me/us in the near future.

(Signature of the Bidder)

Name:

Designation with Seal of the Firm:
Tender Enquiry No.:- F.No.24/Medicine/125/2016-RISH (Admin)

ANNEXURE-I

FINANCIAL BID
(In sealed Cover-II super scribed "Financial Bid")

To,
The Senior Administrative Officer
AIIMS Rishikesh, Virbhadra Marg
Rishikesh (Dehradun)

Dear Sir,

Our quoted rate for supplying the Medicine for AIIMS, Rishikesh will be as follows:-

I/We M/s__________________________________________ hereby quote for the supply of medicines/Drugs on local purchase basis in accordance with the terms and conditions of the tender. I/We hereby enclose Deposit at call/Term Deposit Receipt bearing No._____________ Date____________ for Rs. ______________ as EMD.

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<tr>
<th>S/No</th>
<th>Description of Stores</th>
<th>Maximum Discount in figure</th>
<th>Maximum Discount in words</th>
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<tbody>
<tr>
<td>1.</td>
<td>Rates of discount offered on maximum retail price of drugs under Drug Price Control Order of Government of India</td>
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<tr>
<td>2.</td>
<td>Rates of discount offered on maximum retail price of drugs NOT under Drug Price Control Order of Government of India</td>
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Note:-

(i) Comparison will be made for allotment of contract on the basis of maximum discount offered on M.R.P.
(ii) If two or more firms quoted same maximum discount on M.R.P, contract will be awarded to the firm who have maximum turn over during last three years.
(iii) VAT where payable will be on Retail Price (Sales Price) arrived after deduction of discount from M.R.P.
(iv) VAT/any other tax/levies/charges if payable shall be indicated in proforma invoice/invoice otherwise no sale tax/any other tax/levies/charges will be payable.
(v) Brand Variation (supply of drug with different brand other then requested for) in these categories is not allowed.

If different firms are emerged as L1 seperately for Branded Medicines/Drugs and Generic Medicines the AIIMS Rishikesh reserve the right to either accept the L1 of different firm/agencies or will negotiate, with the firm who has quoted the maximum discount on gross value of L1 items to lower the rate of other item up to the limit of L1 quoted by other firms. In this context, final decision of the committee will be binding to all and no claim in the regard can be entertained.

The contract for procurement of Medicine can be continued/renewed for further year(s) subject to satisfaction of the All India Institute of Medical Sciences, Rishikesh and on mutual consent of both the parties subject to the condition/ rules framed by the Institute from time to time.

Sign of bidder
Declarati**on** by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the
terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:

(i) No other charges would be payable by Client.
(ii) There would be no increase in rates during the Contract period.

Place: .................................

Date: .................................

(Signature of Bidder with seal)

Name:
Seal:
Address:
Phone No (O):
Fax No. (O):
E-mail:
ANNEXURE-II

I ______________________ Son of Shri___________________________ resident of ________________ District contractor/partner, or sole proprietor (Strike off word which is not applicable) of firm M/s._________________________ ________________ do hereby solemnly affirm and declare that any individual /firm/companies black listed by the Union Govt. or State Government or U.T. Govt or Govt. undertaking or any partner/shareholder of the above said firm there of is/are not directly or indirectly connected with or has/have any subsisting interest in business of my firm/our above said firm.

Place:

Date:  Address___________________

____________________  ____________________

I do hereby solemnly declare and affirm that the above declaration is true and correct. No. Part of it is false and nothing has been concealed therein.

Place:

Date:  Deponent
AGREEMENT/UNDERTAKING FOR DISCOUNT ON MAXIMUM RETAIL PRICE OF MEDICINES FOR LOCAL PURCHASE

(i) That, I M/s________________________________________________________ (Firm) will make available all the medicines as per the requirement of AIIMS, Rishikesh (without any substitution unless approved by the treating doctor) for which requisition will be collected by the representative of firm from the office of Medical Superintendent daily before 12.30 PM. The medicines will be arranged and delivered by the firm twice a day i.e 12.30 PM and 04.00 PM.

(ii) The medicines will be supplied at a price arrived at after allowing discount on Maximum Retail Price as mentioned in Annexure-I.

(iii) The firm will deposit a sum of Rs. 5,00,000/- (Rupees five lac only) in form of BG/CD/TD/FD valid for two years as security for the satisfactory execution of the agreement. Earnest money will be returned on receipt and acceptance of the security as mentioned above.

(iv) In case the firm fails to supply the medicines as per requisition, the firm will have to give “Not Available Certificate within 24 hours and the Institute will be at liberty to make spot purchases from any alternative source and the difference in cost will be recoverable from the firm. The failure to give such certificate on the firm will not adversely effect the right of the Institute to source secu item at the risk and cost of the firm.

(v) Firm will record a certificate on each bill that the rates being charged are not higher than those of market retail price and discount is not lower than what they give to any other organization.

(vi) The medicines will be supplied strictly as per requisition an no substitute will be accepted. Any loss in service due to this will be recoverable from the M/s________________________ (Firm). These supplies will be treated as not available with M/s________________________ (Firm) and recovery would be made as per (iii) above.

(vii) The institute will be at liberty to purchase medicine from the principals/Manufacturers or from any other source if the rates quoted by them are lower than the rates quoted by the tenderer.

(viii) The payment will be made on bill basis within 30 days.
(ix) The VAT would be paid as applicable. The VAT should be clearly mentioned in the Performa invoices/invoices otherwise no extra tax/levies/charge would be paid.

Sign of bidder
(x) Medicines supplied to AIIMS, Rishikesh shall have at least 9 (nine) months of shelf life remaining at the time of supply.

(xi) That in case of change in prescription or if due to any unavoidable circumstances medicine purchased could not be used, the firm will take back such medicine and reimburse the payment made.

(xii) If the terms and conditions of the tender under this undertaking/agreement are not adhered to, the security deposit may be forfeited and rate contract cancelled. The firm may also be debarred/black listed in that case.

(xiii) Notwithstanding anything contained in condition (xi) above, the Institute shall be at liberty to terminate this contract by giving 30 days clear notice ending with the expiry of that month of contract without assigning any reason whatsoever. However, the tenderer may terminate this contract by giving 30 days clear notice ending with the expiry of the month of contract. The loss thus caused to the institute as a result of re-tendering of the contract shall be borne by the tenderer from the Earnest Money/Security Deposit.

M/s
Authorised Signature and Seal

Date:

Place: