

All India Institute of Medical Sciences Deoghar-814152

TENDER

Rate Contract to procuring Anaesthesia Work Station Consumables for the Department of Anaesthesia, at AIIMS Deoghar, Jharkhand

Tender Ref. No. : AIIMS/DEO/Anaes/Drugs/25-26/01

Publishing Date : 09 /12/2025 at 04:00PM

Pre-Bid Meeting : 19 /12/2025 at 01:00PM

Bid Submission Start Date : 09 /12/2025 at 04:00PM

Last Date of Bid Submission : 31/12/2025 at 04:00PM

Bid Opening : 01/01/2026 at 04:00PM

downloaded Tender documents institute's site may be from web https://www.aiimsdeoghar.edu.in/ (for reference CPPP site only) and https://eprocure.gov.in/eprocure/app

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES DEOGHAR-814152

NOTICE INVITING TENDERS (NIT)

<u>for</u>

Rate Contract to procuring Anaesthesia Work Station Consumables .

E-tenders on Two Bids (Technical & Financial) basis are invited on behalf of Executive Director, All India Institute of Medical Sciences, Deoghar from interested and eligible manufacturer for procuring Anaesthesia Work Station Consumables on rate contract basis for a period of two years (extendable up-to one year after mutual consent, on performance basis, if required) at AIIMS Deoghar.

Table I

Name of work & file reference	Rate Contract to procuring Anaesthesia Work Station Consumables AIIMS/DEO/Anaes/Drugs/25-26/01 at AIIMS, Deoghar (Two-Bid System)	Remarks
Tender cost/ fee (in Rs.)	DD for an amount of Rs.1500/-(Rupees Fifteen Hundred only) (Mandatory & non-refundable) from Nationalized/Scheduled bank drawn in favor of AIIMS, Deoghar and payable at Deoghar has to be submitted offline (Scanned copy of DD to be uploaded online) towards tender document fees failing which the tender/bid will be rejected. Bidders are requested to write their Name, Tender Ref. No. and full address at the back of the Original DD submitted offline.	In form of DD only
EMD (in Rs.)/MSME	Rs 75,000 (Rupees seventy five thousands only) By Demand Draft in favor of AIIMS Deoghar Payable at Deoghar, must be submitted offline (Scanned copy of EMD DD to be uploaded online)	In form of DD only
Turnover	The average Turnover must be Rs. 10 Lakhs each year during last three financial Year. (Kindly refer Annexure-III)	Each year in last three FY.
Performance Security Deposit	3% of value of contract value	In form of FD, BG

Last date for submission/receipt of tender(s) is up to **31/12/2025 at <u>04:00 PM</u>** and technical bids will be opened by Tender Committee in Tender Office All India Institute of Medical Sciences, Deoghar. In case, any holiday falls on day of opening, tenders will be opened on next working day. Tenders received after above said scheduled date and time will not be considered. No tender by fax will be entertained.

Instruction:

- 1. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.
- Complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to helpdesk at 0135-2462915.
- 3. Tenderer/Contractor/Bidders are advised to follow instructions provided in 'Instructions to Contractors/Tenderer/Bidders' for e-submission of bids online through Central Public Procurement Portal for e -Procurement at https://eprocure.gov.in/eprocure/app
- 4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
- 5. Hard Copy of earnest money deposit (EMD), tender fee etc. must be delivered to AIIMS Deoghar on or before last date/time of Bid Submission as mentioned above. Bid without EMD and tender fee will be summarily rejected. Scanned copy of EMD and Tender fee should be attached with technical bid.
- 6. Tender shall be submitted online in two part, viz., technical bid and financial bid. All pages of bid being submitted must be **signed stamped by authorised signatory** and sequentially numbered by bidder irrespective of nature of content of documents before uploading.
- 7. Offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 8. Any future clarification and/or corrigendum(s) shall be communicated through Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app or AIIMS Deoghar website: https://eprocure.gov.in/eprocure/app or AIIMS Deoghar website: https://www.aiimsdeoghar.edu.in/. bidders are required to regularly check website to know about any/all such corrigendum(s) as only se bids, taking care of such corrigendum(s) shall be considered for finalization of tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of **enclosed** document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying with all specification or have any **deviation**.

10. Elucidation on Bidding Documents

- ❖ The prospective Bidder requiring any clarification about bidding documents may seek clarification in writing on the tender document during pre-bid meeting. Pre-bid conference would be held in office of Tender Office, AIIMS, Deoghar or will be conducted online by tender Office, AIIMS Deoghar.
- ❖ Prospective bidders MUST try to send their queries up till 02 (two) days before pre-bid meeting at email address "tender@aiimsDeoghar.edu.in" only, so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting, which bidders have to put in writing before committee and submit same in writing on its letter head.
- ❖ No queries/ representations will be entertained after pre-bid meeting. All firm's representative who are attending pre-bid meeting, shall produce an authorization letter from their firm on firm's letter head.
- ❖ BIDDER are required to consider all the clarifications/amendments while preparing their bid proposals. Therefore, BIDDER are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated until 7 days before the last date of bid submission.

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F/I Tender AIIMS, Deoghar

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

Introduction:

- 1. The AIIMS is the premier multi-disciplinary super specialty health sciences institution of India. It was established in 2013 by an Act of Parliament. The AII India Institute of Medical Sciences, Deoghar is interested to procure Drugs/Medicines/I.V. Fluids items for patient Care Services at AIIMS Deoghar. The list to procuring Anaesthesia Work Station Consumables for the Department of Anaesthesia, required by AIIMS, is enclosed herewith for your information/reference (enclosed at *Annexure-A*).
- 2. The Purchaser has issued these Tender Documents for purchase of goods as mentioned in "Schedule of Requirements", which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 3. This section ("General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids.
- 4. 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.
- 5. 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).

Bid Expense:

The bidder shall bear all costs and expenditures 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.

Corrigendum to Tender Document

- At any time prior to the deadline for submission of bids, the purchaser may, f
 the y reason deemed fit by it, modify the Tender Enquiry Document by
 issuing suitable Corrigendum to it.
- 2. Have to be notified through https://eprocure.gov.in/eprocure/app only.
- 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.

Instructions for Online Bid Submission and Registration on CPP Portal:

The bidders are required to submit soft copies of their bids electronically on CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist bidders in registering on CPP Portal, prepare their bids in accordance with requirements and submitting their bids online on CPP Portal. More information useful for submitting online bids on CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

> Enrolment & Registration

- 1. Bidders are required to enrol on e-Procurement module of Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on link "Online bidder Enrolment" on CPP Portal which is free of charge.
- **2.** As part of enrolment process, bidders will be required to choose a unique username and assign a password for their accounts.

- **3.** Bidders are advised to register their valid email address and mobile numbers as part of registration process. These would be used for any communication from CPP Portal.
- **4.** Upon enrolment, bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- **5.** Only one valid DSC should be registered by a bidder. Please note that bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- **6.** Bidder then logs in to site through secured log-in by entering the ring the eir user ID / password and password of DSC / e-Token.

Searching For Tender Documents

- 1. There are various search options built in 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 bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, or keywords etc. to search for a tender published on CPP Portal.
- 2. Once bidder have selected tenders they are interested in, they may download required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable CPP Portal to intimate bidders through SMS / email in case there is any corrigendum issued to tender document.
- **3.** Bidder should make a note of unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from Helpdesk.

> Preparation Of Bids

- **1.** Bidder should take into account any corrigendum published on tender document before submitting their bids.
- **2.** Please go through tender advertisement and tender document carefully to understand documents required to be submitted as part of bid.
- 3. Please note Number of covers in which bid documents have to be submitted, number of documents including names and content of each of document that need to be submitted. Any deviations from these may lead to rejection of bid.
- 4. Bidder should prepare, in advance, bid documents to be submitted as indicated in tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender no. Formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of scanned document.
- 5. To avoid time and effort required in uploading same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to bidders. Bidders can use "My Space" or "Or Important Documents" area available to them to upload such documents. These documents may be directly submitted from "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in time required for bid submission process.

Submission Of Bids

1. Bidder should log into site well in advance for bid submission so that they can upload bid in time i.e. on or before bid submission time. Bidder will be responsible for any delay due to other issues.

- 2. Bidder has to digitally sign and upload required bid documents one by one as indicated in tender document.
- **3.** Bidder has to select payment option as "offline" to pay tender fee / EMD as applicable and enter details of instrument.
- 4. Bidder should prepare EMD as per instructions specified in tender document. Original EMD should be posted/couriered/given in person to concerned official, latest by last date of bid submission or as specified in tender documents. details of DD/any or accepted instrument, physically sent, should tally with details available in scanned copy and data entered during bid submission time. Otherwise uploaded bid will be rejected, the
- 5. Bidders are requested to note that they should necessarily submit their financial bids in format provided and NO OTHER FORMAT is acceptable. If price bid has been given as a standard BoQ format with tender document, then the same is to be downloaded and to be filled by all bidders. Bidders are required to download BoQ file, open it and complete white coloured (unprotected) cells with their respective financial quotes and or details (such as name of bidder). NO OTHER CELLS SHOULD BE CHANGED. Once details have been completed, bidder should save it and submit it online, without changing filename. If BoQ file is found to be modified by bidder, bid will be rejected.
- **6.** Server time (which is displayed on bidders' dashboard) will be considered as standard time for referencing deadlines for submission of bids by bidders, opening of bids etc. bidders should follow this time during bid submission.
- 7. Documents being submitted by bidders would be encrypted using PKI encryption all techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until time of bid opening. The confidentiality of bids is maintained using secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to server is subjected to symmetric encryption using a system generated symmetric key

- **8.** Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, uploaded tender documents become readable only after tender opening by authorized bid openers.
- **9.** The uploaded tender documents become readable only after the tender opening by authorized bid openers.
- **11.** Bid summary has to be printed and kept as an acknowledgement of submission of bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

> Assistance To Bidders

- 1. Any queries relating to tender documents and terms and conditions contained therein should be addressed to Tender Inviting Authority for a tender or relevant contact person indicated in tender.
- 2. Any queries relating to process of online bid submission or queries relating to the CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4001 002, 0120-4001 005, 0120-4493395.

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Documents Comprising the Bid

The Two Bid System, i.e. "Technical-Bid" and "Financial - Bid" prepared by the bidder shall comprise according to the norms as mentioned under the heading Eligibility criteria (Pre-Qualification)/Technical bid & Financial evaluation.

- ❖ Technical Bid: Only those BIDDER who qualify the pre- qualification i.e. Eligibility criteria
 Stage shall be considered for Technical Evaluation.
- ❖ Price Bid: The Price Bids of BIDDER, who qualify at Technical Bid Stage, will be opened thereafter.

Instructions to Bidders

- 1. It must be mentioned clearly whether bidder is a manufacturer/sole distributor/ sole agent for items for which he is quoting.
- 2. **Manufacturer** must add a certificate that item(s) is manufactured by them as per range of products.
- 3. Tenders are to be submitted by manufacturers/sole importer only.
- 4. No change in authorized supplier/distributor will be allowed during rate contract period. Exchange of distributors for delivery of Goods or for raising bills/ collecting payment etc. will not be accepted or in unavoidable circumstances only after approval from competent authority of AIIMS.
- 5. Bidder with product manufactured on P2P basis from third party but having quality control of such products by in- house quality Assurance Department are eligible to participate in tender. In- house quality assurance lab with accreditation certificate in name of bidder must be submit (according to quoted product).
- 6. All duly filled/completed pages of tender document should be given serial /page number on each page and signed by owner of firm or his Authorized signatory. In case tenders are signed by Authorized signatory, a copy of power of attorney/authorization may be enclosed along with tender. A copy of terms & conditions shall be signed on each page and submitted with technical bid as token of acceptance of terms & conditions. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected out rightly. Each document should be serially numbered.

- 7. Any omission in filling columns of Financial Bid form (Schedule of Rates) shall debar a tender from being considered. Rates should be filed up carefully by tenderer. All corrections in this schedule must be duly attested by full signature of tenderers. The corrections made by using fluid and overwriting will not be accepted and tender would be rejected.
- 8. 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.
- A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

Bid Prices

- 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.
- 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.
- 3. 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.
- 4. 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.

Alternative Models/Brands/Quality

Alternative Models/Brands/Quality are not permitted. The Bidder 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.

Bid Security (BS) /EMD

- 1. Bidder shall pay respective amount of Bid Security (EMD) as mentioned in Table I along with Technical Bid by way of FD/TD/CD in favour of "AllMS, Deoghar" drawn on any Nationalized Bank/ Scheduled Bank and payable at Deoghar and must be valid for (6) six month. Bids received without tender fees and Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc. at any stage. original EMD will be put in Cover-I containing with technical bid.
- Public Sector undertaking of Central/State Govt./MSEs/MSME/Registered with Central Purchase Organization are exempted from furnishing Earnest Money along with tender, subject to submission of its valid proof.
- 3. Firms Registered with DGS & D/SSI and any approved source of Centre/States Govt. are not exempted from furnishing Earnest Money in so far as this institute is concerned.
- 4. Earnest Money deposited with AIIMS, Deoghar in connection with any or tender enquiry even if for same/similar material / Stores by tenderer will not be considered against this tender.

- 5. Declaration of **Udyog Aadhar Memorandum (UAM)** number by vendors on CPPP is mandatory. bidders who fail to submit UAM number shall not be able to avail benefits available to MSE's.
- 6. Bid shall be valid and open for acceptance by competent authority of AIIMS Deoghar for a **period of 180 (one hundred eighty)** days from published date of opening of tenders and no request for any variation in quoted rates and / withdrawal of tender on any ground by bidders shall be entertained. unilateral **withdrawal** at any stage will cause forfeiture of EMD in addition to any remedy that purchaser may have under law.
- 7. After evaluation, work shall be awarded normally to agency fulfilling all terms and conditions of contract and complying with all relevant Acts/provisions as stated/referred for adherence in tender document.
- 8. Competent authority of AIIMS, Deoghar reserves all rights to accept or reject any/ all tender(s) without assigning any reason. It can also impose/relax any administrative term and condition/specifications of tender enquiry after due discussion in pre-bid conference. This will be communicated and shown over website of Institute. No representation will be considered after pre-bid meeting and bidders may address their queries only in pre-bid meeting. AIIMS, Deoghar also reserves right to reject any bid which in its opinion is non-responsive or violating any of conditions/specifications without any liability or any loss whatsoever.
- 9. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
- 10. 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.

<u>Documents establishing good conformity to Tender</u> Document.

- ❖ Full description & specifications, make/brand and name of manufacturing firm must be clearly mentioned in tender, failing which, tender will not be considered. Tenderer must also mention that goods are imported / indigenous. Descriptive literature /catalogues must be attached with tender in original, failing which, bidder may be disqualified. Where specifications are as per tenderer's range of products, tenderer's offer should mention that item meets all specifications as per tender enquiry and if there are improvements /variation /deviations same should be brought out to notice of competent authority on separate Letter Head of firm. It would be at discretion of competent authority of institute to accept or reject such deviations which are not in conformity with required specifications.
- ❖ 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.
- Tender must be submitted in prescribed format otherwise tender may be cancelled straightway.
- Tender form is not transferable.
- Canvassing in any form is strictly prohibited and tenderers who are found canvassing in any form are liable to have their tenders rejected out rightly.
- It is required from all concerned, namely Bidders/Suppliers, to observe highest standard of ethics during process of procurement and execution of this Tender.
- Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

Appendix to Information to Bidders:

1. Local content policy:

- a. Purchase Preference for Evaluation: 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.
- b. Purchase Preference to Local Suppliers: In pursuance of Government of India Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and F.No.: Z. 28018/67/2017-EPW dated 12th June 2018 purchase preference shall be given to Class-I local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.
- c. Minimum local content: The minimum local content shall as per Government of India Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.
- d. Margin of Purchase Preference: The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.
- e. The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2020: i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper) Annexure-XI.
- f. All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.

2. Relaxation for Start-ups:

All other terms & conditions will be as per the Department of Expenditure, Ministry of Finance D.O. letter No.12(11)/2017-SI dated 22.06.2017 and Clause 03 of Department of Industrial Policy and Promotion (DIPP) O.M. No.F.20I2/02/ 2014-PPD (pt.) dated 20.09.2016.

Eligibility criteria (Pre-Qualification)

To qualify in Technical Bid the firm should have minimum eligibility criteria as under and firm in this regard must submit following documents in support of their eligibility criteria: -

- a. Technical bid should be accompanied by **Demand Draft** / Bank Guarantee for **EMD** as mentioned in NIT.
- b. Signed and scanned Valid registration certificate of firm, issued from Govt. / State Govt. (valid copy of Firm/Company Registration/Incorporation Certificate.)
- c. Signed and scanned copy of duly filled format of Eligibility criteria check list as per Annexure I & Technical bid documents check list as per Annexure II.
- d. Signed and scanned original copy of *Undertaking for acceptance of all Terms* & *Conditions* mentioned in this E-Tender on Non Judicial Stamp Paper worth of ₹ 100/- as per Format given at Annexure VII, duly attested by notary public.
- e. Signed and scanned copy of **PROFORMA TO BE FILLED BY THE TENDERER** as per format of Annexure IV.
- f. All bidders are directed to submit *LIST OF QUOTED ITEMS* strictly as per **Annexure V.**
- g. Signed and stamped Copy of constitution or legal status of the bidder manufacturer / Sole proprietorship / firm / agency etc. (like Affidavit or any other document to prove

- proprietorship/Individual status of the bidder/Partnership deed containing name of partners/ Memorandum & Article of Association with certificate of incorporation containing name of bidder)
- h. The Principal manufacturing / marketing company of pharmaceutical must have minimum turnover of as mentioned in Annexure III for last three consecutive financial years as per the format of Annexure III. Signed and scanned copies of audited annual accounts duly authenticated by a Chartered Accountant as a proof must be attached for last three Financial Years (i.e. for FY 2022-2023, 2023-2024and 2024-2025)
- Signed and scanned copy of Certificate from CA as a proof for filling of Income Tax return of the firm/company for the last three financial years (i.e. for FY 2022-2023, 2023-2024and 2024-2025).
- j. Signed and scanned copy of **PAN Card** in the name of firm/company.
- k. Signed and scanned of **GST Registration Certificate** and proof of latest Quarter GST returns filed by the participating Bidder Company.
- Signed & scanned copy of the authorization Letter in the name of Authorized Person allowed by Manufacturer/ Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document.
- m. Bidder(s) shall submit non-conviction certificate issued by Centre / State Drug Controller to effect that manufacturer has not been convicted under Drugs and Cosmetics Act, 1940 and rules there under during last Five years in respect of any of drugs for which prices have been quoted by firm. In case DCGI does not mention name of the drugs in their certificates, a relevant undertaking will be provided with list of drug / molecules along with non-conviction certificate, by vendor in addition to above-mentioned certificate.
- n. Signed and Scanned Copy of **Non-blacklisting certificate** on non-judicial stamp paper of Rs.10/- duly attested by notary stating that there is no vigilance/CBI case pending against the firm/supplier and the firm has **not been blacklisted/ debarred in the last 03 years**

from the date of opening of the bid by any Govt. or Private Organization, as per given format of **Annexure VIII**.

The concerned firm / company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.

o. Manufacturer Authorization Certificate must be attached by Bidder as per the Performa mentioned in Annexure-XIV. (Manufacturers can give authority letter to supplier / distributor / stockiest for purpose of making supplies, raising bills, collecting payment etc. only after selection in tender)

Important Note:-

The Participating Bidder himself liable for uploading of all above requested documents legible copies mandatorily on e-tender serially and page numbered legibly. E-bid with absence of any requested document as asked in the Eligibility Criteria will invite rejection of bid and no further communication in any form shall be entertained from Bidder Side i.e. above documents are mandatory for qualification to next stage of the bid, it is advised to all Participating BIDDER please ensure uploading of all requested document as per check lists/Eligibility Criteria during uploading the same on E-Tendering Portal.

Note: - Only those BIDDER who qualify the Eligibility Criteria Stage shall be considered for Technical Evaluation.

Technical Evaluation

For Technical evaluation the firm/ company must submit following documents: -

- a. Copies of Technical Literature/Catalogues/ Brochure with detailed specification and picture for each item quoted duly put code number (if any) of items as per tender item list given in Schedule of Requirement (Annexure-A) on each catalogue/literature document must submitted in Technical Bid.
- b. Signed & scanned copy of the **Technical bid "Annexure-VI"**(check list with product name). Scanned copy of List of the items with its make, model & country of origin without indicating prices in Technical bid by interested Bidder for Technical Evaluation.
- a. Details of clients where similar items are presently provided by the Bidder(s) separately for govt. and private clients.
- b. Bidder should submit scanned copy of performance certificate(s) for last 03 years of last 5 years form other "Govt /Corporate/ PSU/ State Govt./ Pvt. Organization Hospital" which are of national eminence.
- c. Bidder(s) should have a minimum of 03 (three) years of experience in supplying drugs & medical consumables (related to the items quoted in tender) to the Government / Corporate / PSU Hospitals in India minimum 200 bedded hospital.

Bidder must submit valid proof for that i.e. purchase order copy, invoices etc.

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- d. 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. Domestic manufacturers having own valid manufacturing license or loan license are eligible to quote drugs manufactured at their manufacturing units (premises) duly inspected and registered with MSO/GMSDs for supply of drugs.
- e. Valid GMP Certificate / Valid Schedule 'M' Certificate clearly indicating

products (Items) quoted which should not have been issued more than five years ago, issued by Centre / State Drug Controller, need to be submitted.

f. WHO-GMP AND WHO-CoPP (Certificate of Pharmaceutical Products) Certificate:

Signed and Scanned copies of valid WHO-GMP AND WHO-COPP certificate issued/ attested by Centre/ state FDA of complete record & with clearly showing validity date in respect of quoted item(s).

- g. Bidder(s) shall submit a Manufacturing & Marketing Certificate / Experience Certificate of minimum 3 year of the molecule quoted by them duly certified and issued by the Centre / State Drug Licensing Authority of the respective state that quoted product is manufactured and marketed by them since last 03 (three) years in Performa of Annexure-XII. The certificate should have been issued recently i.e. not more than one-year-old from the date of the opening of the tender. Any firm who took over another manufacturer portfolio in past 5 years from date of publishing of this tender shall submit Manufacturing & Market Standing Certificate / Experience Certificate issued by the Centre / State Drug Licensing Authority stating time duration for which quoted product(s) was manufactured by either manufacturers totalling for 05 (Five) years. In such scenario, current manufacturer must fulfil other eligibility and technical criteria of tender document.
- h. In case of imported drugs, CoPP (Certificate of Pharmaceutical Products) / Import License and copy of the import registration of that particular molecule quoted in tender indicating list of products should be submitted as per WHO norms and '3-years' marketing experience certificate issued by Drug Controller and also submit import stock sell and distribution license.
- i. In the case of newly introduced drugs/molecules, manufacturer can be eligible provided the firm submits a certificate from DCGI, in this regard. In such cases, firm has to submit a Manufacturing & Marketing Certificate of molecule concerned from date of issue of Certificate by DCGI of new drug to that firm. In such case Manufacturing & Marketing Certificate of 03 years is not cleared / completed, it will be relaxed accordingly.

- j. Quality Related Action taken by drug regulatory authority of India: Bidder has to provide certificate issued from regulatory authority, India that no action has been taken in last 2 years, in terms of quality of production and produced batches/ marketing batches OR other certified relevant documents related to quality of produced batches/ marketing batch OR given undertaking for in non- judicial stamp paper of Rs./- 10 that No action has been taken in last 2 year in terms of quality of medicines.
- k. Production- Capacity Assessment Certificate: Manufacturing firm must enclose certificate issued by Chartered Accountant/ concerned State Drug Controller indicating actual production detail of a particular molecule, batch-wise, for items quoted in the enclosed Performa at Annexure-XIII.

or

In case of Imported drugs, capacity assessment certificate of marketing product, batch-wise report issued by Centre/ state authority indicating actual marketing detail, should be submitted.

- I. 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.
- m. 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"

- n. Supplier has to submit a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- that bidder has not quoted price higher than previously supplied to any government Institute/ Organization/reputed Private Organization or DGS&D / GeM rate in last three years or since the last change in M.R.P., whichever is latest. Therefore, if at any stage it is found that supplier has quoted lower rates than those quoted in this tender; Institute (purchaser) would be given benefit of lower rates by Supplier and any excess payment if any, will become immediately payable to AIIMS, Deoghar. If such affidavit is not submitted, tender will be summarily rejected. (Part of technical bid)
- o. Inspection of Firm's Premises: Executive Director, AIIMS Deoghar or his nominee reserves right for inspection of pharmaceutical firms participating in tenders. They can carry out inspection for assessing capacity/capability/eligibility of firm to make supplies on basis of rate- contract and to ensure that good manufacturing practices are being followed by manufacturer. Decision of Director shall be final in this regard.
- p. Minor Infirmity/Irregularity/Non-Conformity: If during evaluation, purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, purchaser will convey its observation on such 'minor' issues, which has no price implication, to bidders by registered/speed post/ e-mail/fax etc. asking bidder to respond by a specified date. If bidder does not reply by specified date or gives evasive reply without clarifying point at issue in clear terms, that bid will be liable to be ignored.
- **q. Item-wise Evaluation:** Schedule of Requirements contains multiple items, responsive bids will be evaluated and compared separately for each item.

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r. Before opening of Price Bid institute may ask technically qualified bidders (based on document submitted) to submit sample of item(s) quoted, so that tender inviting authority may verify quality standards by getting tested from NABL accredited lab with compliance to GLP and recognized/experience with Ministry of Health and Family Welfare (MoHFW), Indian System of Medicines (IMS) and Indian Pharmacopoeia Commission (IPC),. Bidder shall bear expenses for transporting sample(s). Failure to submit samples before stipulated

date of sample submission will lead to automatic rejection of bid and price bid of such bidders shall not be considered for opening of Price bids.

Note:

- If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of goods offered by it, its bid will be liable to be ignored and rejected in addition to or remedies available to purchaser in this regard.
- Please Note that, If it is come to the notice of AIIMS Deoghar Competent Authorities/SPC during scrutiny of submitted documents of Bidder, that the Bidder has not uploaded the number of requested documents/missed to upload, which having historical nature, in this case, AIIMS Deoghar on the recommendation of competent Authorities/ SPC (i.e. Stores and Purchase Committee) have the right to ask for submission of historical nature shortfall documents pre-existed at the time of Tender opening from such Bidder/BIDDER in writing within specific target date time with reference to provision given in the Manual for Procurement of Goods 2017, in the Chapter No. 7 in the Clause No. 7.3.5 Clarification of Bids/Shortfall Documents which says that During evaluation and comparison of bids, the purchaser may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered/speed post, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or **substance** of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. These should be called only on basis of the recommendations of the TC (i..e. SPC of AIIMS Deoghar) (Example: if the Permanent Account Number, registration with GST or any other related historical documents etc has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/performance certificate,

the certificate can be asked for and considered. However, no supply order should be asked for so as to qualify the bidder.

Financial Evaluation

Fill and Upload the Financial Bid in the Excel Sheet Format of Financial Bid in the format given at "Annexure-XVI"

- a) Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.
- b) Bidders are requested to note that they should necessarily submit their financial bids in format provided in Annexure-XVI with this tender document and no other format is acceptable. 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 Deoghar.
- c) Rates quoted should be inclusive of all applicable taxes, packing, forwarding, postage and transportation charges at for AIIMS Deoghar (Site of installation/Use) as Price per unit+ Tax in % (if any) + Other applicable Expenses = INCLUSIVE OF ALL (PER UNIT). Rates should be mentioned both in figures and in words.

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- **d)** No correspondence in this regard will be entertained at a later date and Total Rate quoted in the tender will be treated as final for all purposes.
- **e)** 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:

- ➤ A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor. 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; Constituted attorney of the firm if it is a company.
- f) Price quoted by Bidder(s)s shall not in any case exceed controlled price (under DPCO), if any, fixed by Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and Maximum Retail Price (MRP).
- g) If the tenderer interested for supplying Indigenous consumables/ Goods or already imported Consumables/ Goods, he shall quote only in Indian Rupees (INR) in the financial bid Format given in Annexure- XVI.
- h) No increase in quoted price and change in quality of product will be allowed during the validity of tender period.
- i) A bid, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- j) To ensure sustained supply without any interruption AIIMS Deoghar reserves right to split orders for supplying the requirements among more than one Bidder(s) provided that, the rates and other conditions of supply are equal and with sufficient grounds.

In case of any dispute regarding award of tender, decision of competent Authority of AIIMS would be final.

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

(Signature & Stamp of bidder)

Terms & Conditions of Contract

(A). General terms and conditions

- 1. Bid security (EMD) shall be returned to unsuccessful bidders after finalization of contract with successful bidder.
- 2. Successful bidders have to execute an agreement on Non Judicial Stamp Paper of Rs.100/-(Rupees one hundred only) within twenty-one (21) days from date of award of this tender in his favour and also required to furnish Security Deposit @ 3% of contract value in form of FD/TD/CD for three months extra of contract period from any Nationalised/Scheduled bank duly pledged in favour of Director AIIMS, Deoghar payable at Deoghar. If successful bidder fails to furnish full security deposit within 21 (twenty-one) days after issue of Letter of Award of Work, his bid security (EMD) shall be forfeited and award of tender in favour of supplier shall automatically stand terminated at his cost, unless time extension has been granted by competent Authority of AIIMS, Deoghar.
- 3. EMD shall be forfeited if successful bidder fails to supply goods within stipulated time or fails to comply with any of terms & conditions of contract or fail to sign contract.
- 4. In case bidder to whom supply order has been placed, fails to make supplies within delivery schedule and purchaser has to resort risk purchase, purchaser (AIIMS, Deoghar) will recover from vendor difference between cost calculated on basis of risk purchase price and that calculated on basis of rates quoted by tenderer. In case of repeated failure in supplying ordered goods supply, order may be cancelled and bid security deposit will be forfeited.
- 5. In case quality goods supplied are not in conformity with standard given in tender document and as per samples supplied or supplies are found defective at any stage se goods shall immediately will be taken back by supplier and will be replaced as per quality standards set in tender document and as set under Drugs & Cosmetics Act, India, without any delay. Competent authority reserves all rights to reject goods if same are not found in conformity

- with required description / specifications and liquidated damages shall be imposed in addition to cost of re- tender.
- 6. 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.
- 7. Bidders should furnish a copy of GST/S.T. /C.S.T./VAT registration number, State / U.T. of registration and date of such registration. Tenders not complying with this condition will be summarily rejected.
- 8. 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.
- 9. Force Majeure: Any failure or omission to carryout of provisions of this supply by supplier shall not give right for any claim by supplier and purchaser to one against or, if such failure or omission arise from an act of God which shall include all acts of natural calamities from civil strikes compliance with any statistics and or requisitions of Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond suppliers control including war (whether declared or not) civil war or state of incarceration provided that notice of occurrence of any event by either party to or shall be within two weeks from date of occurrence of such an event which could be attributed to force majeure. Any delay due to Force Majeure will not be attributable to either of parties.
- 10. Being successful in tender and signing agreement does not guarantee demand to vendor for required items. Institute reserves right to purchase medicines from other sources if rates quoted by them are lower than rates quoted by tenderer or other exigencies and emergency needs.
- 11. Successful Bidder shall at all times agree to indemnify and keep indemnified purchaser against all losses, damages which may arise in respect of action/inactions of such Bidder or breach of any term of this tender by such Bidder. All claims regarding indemnity shall survive termination of contract with such Bidder.

- 12. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Deoghar.
- 13. 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.
- 14. Rate-Revision: Successful BIDDER 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.
- 15.Liquidated damage/demerge: Time for date of delivery/ dispatch stipulated in supply order shall be deemed to be essence of contract and if supplier fails to deliver any consignment within period prescribed for such delivery in supply order, liquidated damages may be deducted from bill @ 0.5% per week subject to maximum of 10% of value of delayed goods or services under contract. competent authority of institute may also cancel supply at cost & liability of supplier. In such a case, bid security of supplier shall stand forfeited.
- 16.**Legal Jurisdiction:** The agreement shall be deemed to have been concluded in DEOGHAR, Jharkhand and all obligations hereunder shall be deemed to be located at DEOGHAR, Jharkhand and Court within DEOGHAR, Jharkhand will have Jurisdiction to the exclusion of other courts.
- 17. Applicability of Anti-Profiteering Rule under GST Act 2017:- No item should be quoted

with price more than the M.R.P. by any Supplier Agency to AIIMS Deoghar. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at **Annexure-A** in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Deoghar by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Deoghar), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm

Goods and Services Tax (GST) as per GST Act 2017: If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

18. Applicable Law:

- Contract shall be governed by laws and procedures established by Govt. of India, within framework of applicable legislation and enactment made from time to time concerning such Commercial dealings/ processing.
- ❖ Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Deoghar/Jharkhand, Uttarakhand India only.
- Except as otherwise provided under this Contract for immediate termination of Contract, in event of a disputes which may be arising oFut of execution of tender contract, matter will be referred to Deputy Director (Administration). Appeal against decision of DDA may be filed before Director, AIIMS Deoghar and his decision shall be final and binding upon both parties.
- 19. Fall Clause: Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the

Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

Regarding the "fall clause" Government of India ministry order No. 31026/1/2019-Policy dated 12th November, 2020 will be taken as the final reference.

(B)Special Conditions of Contract (SCC) / Contract terms:

1. Inspection, Testing and Quality Control:

- a. Goods to be provided by supplier under this Rate Contract shall conform to 'Technical Specification' under this document. Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject goods after goods' arrival at final destination shall have no bearing of fact that goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample verification as mentioned above.
- b. Supply Challan should be accompanied by test report from NABL accredited lab. While delivering supplies, firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc.
- c. Purchaser has contractual right to inspect and get tested/ analysed from NABL accredited lab with compliance to GLP and recognized/experience with Ministry of Health and Family Welfare (MoHFW), Indian System of Medicines (IMS) and Indian Pharmacopoeia Commission (IPC), and if necessary, reject goods to confirm specifications and quality control details as per Rate Contract.
- d. If during such inspections and tests contracted goods fail to conform to required specifications and standards, purchaser may reject them and supplier shall replace rejected goods, as required, free of cost to purchaser and re-submit same to purchaser for conducting 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 authorities at risk and responsibility of suppliers without any further notice.
- e. Goods accepted by purchaser/consignee in inspection in terms of Rate Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject same later, if found deficient in terms of warranty clause, if applicable.
- f. If any drug sample fails test or is found to be of substandard quality, action as below will be initiated:
 - ➤ If any store/stores supplied against contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, Institute will inform vendor through mail/ phone and vendor has to collect substandard consignment and replace it with quality product within 15 days from information, on their expense.
 - If vendor fails to do above then institute will destroy entire consignment against particular invoice, irrespective of fact that part of supplied stores may have been consumed. institute shall not be liable to make any payments in lieu of inferior items.
 - Fresh supply, to compensate defective medicines stock, in required quantities, will be procured locally and extra-amount from rate contract price shall be paid by vendor or adjusted against Performance security.
 - Cost of testing done by Institute will be recovered from supplier.

g. PENALTY:

- i. In case of first instance of inferior quality firm will be issued a warning and a penalty of 0.5% of purchase order value along with replacement of said product(s).
- ii. In case of second instance of inferior quality firm will be issued a warning and a penalty of 2.5% of purchase order value, along with replacement of said product(s).
- iii. In case, supplies are found to be of inferior quality on three occasions:
 - If substandard quality medicine is same on all three instances, then product will be barred and firm will pay penalty of 5% of purchase order value.
 - If substandard quality medicine detected in all three instances is different on each occasion, then firm shall be liable for debarment for subsequent tender of Drugs and EMD/Performance security shall be forfeited.
- iv. In case of life-saving medicines, even a single instance of inferior quality may lead

to debarring of that product. Final decision lies with AIIMS, Deoghar authority.

v. A copy of test report will be sent to DCGI for necessary action at their end.

2. Warranty:

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

3. Pharmacopoeia Specification:

Pharmacopoeia specification IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the drug supplied as per the provisions of Drug and Cosmetics Act 1940 and amendments thereafter, and Drug Price Control Order.

The Prices approved are F.O.R Destination per unit and are exclusive of Sales Tax/ Vat except where indicated but inclusive of all charges for packing and forwarding.

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4. Shelf-Life:

- a. Short- life items (which have a life-period of eighteen months or less), should not have passed 1/6th of their total shelf life at time of supply.
- b. In respect of items not covered by clause (i) above, supplied medicines should not have shelf-life less than 2/3rd of total shelf-life at 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. Such medicines if not supplied under cold chain will be deemed as case of sub-standard quality and will be dealt as mentioned in point 1.
- d. If supplied item is not utilized before three months from expiry date, supplier should undertake to replace with fresh stock of items as and when required.
- e. supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength approaching expiry or expired etc. before date of expiry marked on labels.

5. Labelling:

- a. Before making supply, approved rate contract holder should ensure that all primary packaging labels (i.e. Ampoules, vials, bottles, jars, tubes etc.) should be embossed, imprinted with 2-D barcode carrying information about drug, strength, batch number, date of manufacture, expiry date, place of manufacture etc. Packing should have labels mentioning "AIIMS-DEOGHAR SUPPLY NOT FOR SALE" stamp with permanent ink on each item/strip up to primary level.
- All items which are stamped with "AIIMS-DEOGHAR SUPPLY NOT FOR SALE"
 mark, including rejected stores, cannot be sold to public by bidder.

6. Packaging:

- a. Tendering firms must quote for packing specified against each item in schedule annexed to rate-enquiry, as any or packing may not be accepted.
- b. Where no pack is specified, bidders may quote for standard pack which is available in market.
- c. Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
- d. Rates should be quoted for strip packing only except where mentioned.
- e. Supplies to be made in box of Standard packing. However, tablets/capsules in loose pack (tin/bottle) shall not be accepted.
- f. Liquid orals to be supplied only in glass / plastic bottles.
- g. It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on basis of rate-contract.
- h. All primary packing containers should be strictly conforming to specification included in relevant pharmacopoeia.
- i. Packing should be able to prevent damage or deterioration during transit.
- j. All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilferageproof seals to ensure genuineness of products packed and correctness of contents.

7. Term of Delivery/ Delivery period -

- a. 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.
- b. 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.'

Delivery Period:

- a. Firms should give an undertaking to effect that they will be legally bound to supply medicines/drugs, for which they have quoted rates in tender during validity of contract. In case, they fail to execute any supply-order placed to them within 30 days from date of placement of purchase order, they will be liable for action against m as per tender terms
- b. The Delivery Period is maximum 30 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.
- c. 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 thedate 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.

Delivery:

- 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.
- Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honoured by the supplier.
- 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.
- 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:
 - 1. Imposition of liquidated damages,
 - 2. Forfeiture of its Performance Security and
 - 3. Termination of the Rate Contract/Purchase Orders for default.
- 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.

- 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:
- 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.
- 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.
- 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.
- 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 anyother expense related to such supply shall lie against the purchaser.
- The delivery period should not exceed 30 (thirty) 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 30 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.

- Supply timing: Supplier Agency expected to give prior intimation to The Hospital
 Central Pharmacy Store In charge/Store Officer (Hospital)
 Preferred Timing for supplies: Timing 02.00 PM to 04.00 PM (on each working day
 from Monday to Friday) & Timeing11.00 AM to 12.00 Noon (on Saturday).
- 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.
- If the supplied item is not utilized before expiry date the supplier should undertake to replace with fresh stock of items as and whenrequired.
- Contractor should also give a guarantee as follows, in case of biological and or products having a particular life-period to provide safe-guard against loss on account of deterioration within their stated period of potency:----" Seller hereby declares goods/store/articles sold to buyer under this contract shall be of best quality and shall be strictly in accordance with specification and particulars mentioned in description clauses hereof and seller hereby guarantees that said goods/stores/articles would continue to confirm to their description and quality for a period of one year from date of delivery of said goods/stores/articles or such portion thereof as may be discovered not to conform to description and quality. Such rejection of goods/ articles/ stores will be at seller's risk and all provisions

herein contained relating to rejection of goods etc., or such portion thereof if rejected by purchaser shall be applicable. Otherwise contractor/seller shall pay to purchaser such damages as may arise by reason of breach of conditions herein contained. Nothing herein contained shall prejudice any or right of purchase in that behalf under this contract or otherwise".

8. Financial terms and conditions

Custom Clearance: For Goods to be imported and supplied, Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, bidder requires CDEC certificate, same should be specifically mentioned in bid. supplier is solely responsible for getting material clearance from customs. Institute will provide all custom documents for custom clearance on demand of supplier. supplier will undertake to fully co-operate to avoid any fine, demurrage or or charges and shall indemnify AIIMS Deoghar in case of any such failure/ loss. Transportation of goods up to AIIMS, Deoghar and its successful installation and commissioning demonstration (and training, if required) is also responsibility of supplier. All charges/ expenses incurred in this process will be borne by supplier and after submission of deposit slips of custom clearance and transportation charges will be reimbursed to supplier if said provisions are to be shown separately in financial bid.

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

9. Institute will be at liberty to purchase medicines generic medicines through GeM portal, Government of India and/or through any channel under Pradhan Mantri Bharatiya Jan aushadhi Pariyojana (PMBJP) Pharmaceuticals and Medical Devices Bureau of India (erstwhile Bureau of Pharmaceutical PSUs of India), Department of Pharmaceuticals, Ministry of Chemicals & Fertilizer, Government of India.

Note:

As per clarification sought form ministry of MSME vide F.no.21(11)/2018- MA dated

31st December 2018, "Traders/Sole Agents/ Distributers are excluded to avail facilities/ Benefits extended under Public Procurement for Micro and Small Enterprises(MSMEs)

Ref: As circulated in Office Memorandum No. F.No.22(1)/2012-MA dated 24th October, 2016 in FAQs, Question No. 18.

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

In case of any dispute regarding award of tender, decision of competent Authority of AIIMS would be final.

I / We hereby accept terms and Conditions given in tender

(Signature & Stamp of bidder)

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Schedule of Requirement

E-TENDER - Rate Contract to procuring Anaesthesia Work Station Consumables for the Department of Anaesthesia, at AIIMS Deoghar

The quantities of item/items as per the decision of Director, AIIMS Deoghar will be increase/decrease either side as per the actual requirement of AIIMS Deoghar during the concurrency of this Rate Contract. The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per AIIMS Deoghar requirement before participation:-

- 1-The Quantities intimated in this **Schedule of Requirement** are an approximation of the Estimated Quantities needed to be consumed in the AIIMS Deoghar in one year period.
- 2. The Estimated Quantities will vary, either increase or decrease and the decision of the Director AIIMS, which shall be final and binding to all parties.
- 3. Each Tenderer will deposit/provide samples of each participating item to be tested for desired quality standards as per norms to the Faculty In Charge, Tender Department of AIIMS Deoghar Hospital along with Sample submission Letter (if asked during Technical Evaluation of their Bid by AIIMS Deoghar). In case of non-availability of samples, during the Technical Bid Evaluation as per AIIMS Deoghar Email/Telephonic communication regarding the date of Technical Bid Evaluation to the Pre-Qualified Tenderers only, those Pre-Qualified Tenderers, Bids would be automatically rejected on the ground of non-submission of the Samples.
- 4. Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the concurrency of Rate Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, Nominated by Director, the supply will be accepted at AIIMS Deoghar.
- 5. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Tenderer by AIIMS Deoghar, on two occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting or principal manufacturer for 5 years and the desired items shall be procured from the open market as per the satisfaction of AIIMS Deoghar **Expert Technical Committee**, Nominated by Director to meet the urgent requirement of the Institute on the cost of the L-1 Rate offered Vendor

and the same will be recovered from his Outstanding Bills/Performance Security Deposit by AIIMS Deoghar.

- 6. Under rare circumstances some of these items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocols and the decision of Director in this regard shall be final and binding to all the parties.
- 7. For Hospital Drugs/ Medicines / I.V. Fluids Consumable Items this is very important that the prospective Tenderer should give the written undertaking that the items supplied at AIIMS Deoghar on each occasion will having at least 80% life span during the time of supply and they will replace those items which are near to expiry having at least 20% life span (in case of *slow moving consumables items*) and will supply the fresh lot against the low life span items in the same replaced quantity having with at least 80% life span during the supply of the items at AIIMS Deoghar on free of cost. AIIMS Deoghar will not pay any amount to any Tenderer against replacement of items/items, and those Tenderers will not carry out the replacement intimated by AIIMS Deoghar in writing well in advance, their such expired lot treated the loss to AIIMS Deoghar and the Amount for such expired items shall be recovered from the pending Bills/Performance Security Deposit of the Tenderer to indemnify the Institute.

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MITITURE OF MEDICAL SCIENCES

ELIGIBILITY CRITERIA CUM ADMINISTRATIVE EVALUATION CHECK LIST

(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload duly Signed, Stamped and scanned copy of following Eligibility Criteria Documents including Eligibility Criteria (Pre -Qualification) Check List)

क्षायुर्विज्ञान कः

<u>SI.</u>	<u>Particulars</u>	Yes/	*Page
<u>No.</u>	赛 * 3	<u>No</u>	<u>No.</u>
1	Scanned copy of 'Tender Fee and (EMD/MSME) Amount for		
	participating (as per NIT Table No. 1) alternatively, documentary		
	evidence as per GIT for claiming exemption from payment of Tender		
	Fee and (EMD/MSME) to be uploaded on CPPP.		
2	Signed and scanned copy of Pro-forma to be filled by the		
	tenderer(regarding general information) as per Annexure-IV		
3	Signed & scanned copy of Clarification/declaration of Power of		
	attorney/authorization for signing bid documents (It is not		
	required in case of sole-proprietorship.)		
4	Name, Address and designation of authorized person(s) (sole		
	proprietor/ partner/ Director)		
5	Signed and scanned Valid registration certificate of firm, issued from		
	Govt. / State Govt. (valid copy of Firm/Company Registration /		
	Incorporation Certificate.)		
6	Scanned copy of <i>Undertaking for acceptance of all Terms</i> &		
	Conditions mentioned in this E-Tender on Non Judicial Stamp		

	Paper worth of 100/- as per Format given at Annexure – VII , duly	
	attested by notary public.	
7	Scanned copy of "List of quoted items" as per Annexure-V of	
	Tender document.	
8	The average Turnover must be Rs. 10 Lakhs each year during last three financial Year. Signed and scanned copies of CA Certificate for last three Financial Years <i>Turnover statement</i> duly certified by Chartered Accountant with UDIN No, in format show in Annexure –III. The Annual Turnover of the Bidder company for participating in this	
	e-tender must be as per Annexure- III For this purpose,	
	a. Please attach a scanned copy of balance sheet (duly certified by Chartered Accountant) for last three (3) years (average	
	minimum turnover for last three years should not be less than	
	Rsas per annexure III	
	b. bidder falls under Section 44AD/44ADA/44AE of Income Tax	
	Act shall be required to submit turnover certificate verified by	
	Chartered Accountant with his Registration number issued by	
	Institute of Chartered Accountants of India.	
	c. Indian Agent can submit its copy of POs of LC cases, in support	
	of its amount getting short in required turnover.	
9	Signed and scanned copy of Certificate from CA as a proof for filling	
	of Income Tax return of the firm/company for the last three financial	
	years (i.e. Financial Year-2022-2023, 2023-2024 and 2024-2025).	
10	Signed and scanned copy of PAN Card in the name of firm/company.	
11	Signed and scanned of GST Registration Certificate and proof of	
	latest Quarter GST returns filed by the participating Bidder Company.	
12	Scanned copy of <i>Non-conviction certificate</i> issued by Centre/State	
	Drug Controller to effect that manufacturer has not been convicted	

	under Drugs and Cosmetics Act, 1940 and rules there under during	
	last five years in respect of any of drugs for which prices have been	
	quoted by firm. In case DCGI does not mention name of molecules in	
	their certificates, a relevant undertaking will be provided with list of	
	drug/molecules along with non-conviction certificate, by vendor in	
	addition to above mentioned certificate.	
13	Scanned copy of affidavit on Non judicial stamp paper of Rs. 10/-	
	duly attested by notary in format given in Annexure that has	
	never been blacklisted/ debarred by any organization and that NO	
	case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales	
	Tax/ Blacklisting is pending against any firm/partner.	
14	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.	

*All bidders are directed to mention page number instead of simply mentioning "Enclosed"

Page number/serial number MUST be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.

In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Bidder(s)/
Authorized Signatory Seal of the participating Bidder Company with stamp of
firm)

Dated:	
Place:	

Annexure-II

<u>TECHNICAL BID DOCUMENTS CHECK LIST</u> (MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload duly Signed, Stamped and scanned copy of following Technical Bid Documents including Technical Bid Check List in Technical Bid Document)

<u>Sr.</u>	NAME OF DOCUMENT REQUIRED TO BE	Yes/	Page No.
<u>No.</u>	<u>UPLOADED</u>	<u>No</u>	
1	Copies of Technical Literature/Catalogues / Brochure		
	for each item quoted duly put code number (if any) of		
	items as per tender item list given in Schedule of		
	Requirement (Annexure- A) on each catalogue/literature		
	document must submitted in the Technical Bid		
	Envelope/upload in technical Bid of e-tendering portal.		
	Non submission may lead to non-consideration of the bid		
	for that item.	P	
2	Singed and attested legible scanned copies of		
_	Performance Certificates for at least 03 years of last		
	5 years (i.e. Financial Year-2022-2023, 2023-2024 and		
	2024-2025) from other similar "03 Govt. /Pvt.		
	Organizations/Hospitals" on user's letterhead.		
<u>3</u>	Scanned copy of <i>valid manufacturing license</i>		
	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.		

<u>4</u>	Scanned copy of Valid GMP Certificate / Valid Schedule		
	'M' Certificate clearly indicating products (Items)		
	quoted which should not have been issued more than five		
	years ago, issued by Centre / State Drug Controller, need		
	to be submitted.		
<u>5</u>	Signed and Scanned copies of valid WHO-GMP/ WHO-		
	COPP (which so ever is applicable for Medicines/Drugs		
	Consumable Items) certificate issues/ attested by Centre/		
	state FDA of complete record & with clearly showing		
	validity date in respect of quoted item(s).		
<u>6</u>	Scanned copy of Manufacturing & Marketing Certificate		
	/ Experience Certificate of minimum 3 year of the		
	molecule quoted by them duly certified and issued by the	2	
	Centre / State Drug Licensing Authority of the respective	R	
	state that quoted product is manufactured and marketed		
	by them since last 03 (three) years in Performa of		
	Annexure—XII. The certificate should have been	5	
	issued recently i.e. not more than one-year-old		
	from the date of the opening of the tender.		
<u>7</u>	In case of imported drugs, CoPP (Certificate of		
	Pharmaceutical Products) / Import License and copy of		
	the import registration of that particular molecule quoted		
	in tender indicating list of products should be submitted as		
	per WHO norms and '3-years' marketing experience		
	certificate issued by Drug Controller.		

<u>8</u>	Quality Related Action taken by drug regulatory
	authority of India: Bidder has to provide certificate issued
	from regulatory authority, India that no warning has been
	issued or action has been taken in last 5 years, in terms of
	quality of production and produced batches or other
	certified relevant documents related to quality of produced
	batches OR undertaking in regarding to quality.
9	Production- Capacity Assessment Certificate as per Annexure- XIII
	Allifexure- XIII
<u>10</u>	Scanned copy of a notarized affidavit on Indian Non
	Judicial Stamp Paper of Rs.10/-in format given in
	Annexure-IX. that bidder has not quoted price higher
	than previously supplied to any government Institute/
	Organization/reputed Private Organization or DGS&D/
	GeM rate in last three year.
<u>11</u>	Scanned copy of an affidavit for miscellaneous
	declarations on Non judicial stamp paper of Rs. 10/- in
	format as given in Annexure- X .
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*All bidders are directed to mention page number instead of simply mentioning "Enclosed"

Page number/serial number MUST be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(ies) of the document(s) are kept.

In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

(Dated Signature of the Bidder(s)/ Authorized Signatory Seal of the participating Bidder Company with stamp of firm)

Dated: Place:

ANNUAL TURNOVER STATEMENT

(At Letter Head of Chartered Accountant)

I/We ł	nave ex	amined books of account and or r	elevant records of	(bidding
		aving its registered office at		-
	-	m) and do hereby certify that:		
i)	Δηημο	Il gross turnover as per Annual Ac	counts of firm for last three ver	are is as under:
1)	Ailliuc	il gioss turiovel as pel Antidal Ac	Counts of min for last timee year	ais is as unuci
	Sr.	Financial Year	Turnover (In INR)	
	No.	1/2	721	
			為一個	
	1	2022-2023	7	
			B N E	
	2	2023-2024		
		The state of the s	010	
	3	2024-2025	CC/E	
			EDICAL 30	
ii) Av	erage	turnover of firm for last three final	ncial years is Rs	
		आरोग्यम्	परमं स्खम्	
Signa	ature o	f CA (with stamp of Firm)		
Nam	e			
(Regi	stration	ı No)		
UDIN	l No.:			
(Cha	rtered .	Accountant)		

Firm name
Proprietor name
Signature (with stamp)
Date

<u>NOTE-</u> Proof of audited annual accounts duly authenticated by a Chartered Accountant must be attached (for last three Financial Years (i.e. Financial Year-Financial Year-2022-2023, 2023-2024 and 2024-2025). *

*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 three consecutive financial years (i.e. Financial Year-2022-2023, 2023-2024 and 2024-2025):

- i) Narcotic drugs, Enemas should have minimum annual turnover of Rs. 1.5 Crores.
- ii) Niche products/Patented Products have minimum annual turnover of Rs. 1.5 Crores.
- iii) Cream/Ointment, lotion, eye/ear drops, mouth wash/Gargles, Contrast media, I.V fluids (large volume par-enterals) should have a minimum annual turnover of Rs. 30.00 Crores.
- iv) Tablets, Capsules, Injections should have a minimum annual turnover of at least Rs. 150.00 Crores.

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Annexure- IV

PROFORMA TO BE FILLED BY THE TENDERER

- a. Name of the firm : -
- b. Address & Telephone No. : -
- c. Specify your firm company is a manufacturer/ importer / third party manufacturer: -
- d. Whether the firm is Indian / Multi- national : -
- e. Whether Small / Medium/Large Scale Co. :
- f. Person responsible for conduct of Business :-
- g. Name, Address and designation of authorized person(s)(sole proprietor/ partner/ Director): -
- h. Particulars of Licenses held under Drugs &Cosmetic

 Act & the details. (If the license is under renewal Certain certificate from the Drug

 Controller that the license
 - is under renewal and deemed to be enforced) :-
- Procurement agency with which registered and the agencies to whom drugs supplied during last one year: -
- j. Has the firm been convicted ever, if yes, give details: -
- k. Any case pending in the Court with details: -
- Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.
- m. Mobile No: -
- n. Mail Address: -
- o. Name of person/ authorized signatory to be contacted for this tender:

TECHNICAL

- a. Equipment's 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
 - Manufacturing Staff :
 - 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-
WHO GMP Certificate /Schedule-M :
Import License :
WHO- COPP Certificate:
g. Installed capacity and actual production details for different forms of drugs:
• Tablets :
Capsules :
Syrups/ Suspension:
Injections :
Powder :
Inhalation :
Topical
h. Drugs declared and sub-standard / re-called during the last three years. Give
details with reasons and the remedial action taken :
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.
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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.

Annexure-V

LIST OF QUOTED ITEMS

Format of submission of valid revised schedule –M/ WHO- GMP/ WHO- COPP/import license/ Manufacturing license (strict compliance).

S r. N o	Item no. as per Tender List	Name of Medic ines	Prepar ation/ Formu lation	Stren	Pg. No. where Valid Manufact uring License/ Import License enclosed	Pg. no. where valid WHO- GMP/ Revised Schedul e M, certificat e is enclosed	Pg. No. where valid WHO- COPP is enclos ed	Pg. No. where Projectio n Capacity Assessm ent Certificat e is enclosed	Pg. No. where valid Manufacturin g & Marketing certificate is enclosed
				1/5	20	19 CCIE			
				2	OF ME	DICAL Son			

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<u>Strict Compliance</u> – All bidders are directed to mention page number of tender document where WHO- GMP/ Revised Schedule 'M'/ WHO-COPP & page number of manufacturing license for indigenous drugs/ import license for import drugs enclosed. Merely mentioning word "Enclosed" may lead to rejection of tender / bid submission.

Signature and Address of Bidder

NOTE: - All rows & columns on prescribed format should be filled and not left blank, may be struck as not applicable.

Annexure-VI

Technical Bid

E-TENDER: Rate Contract to procuring Anaesthesia Work Station Consumables for the Department of Anaesthesia, at AIIMS Deoghar,

(Upload duly Signed, Stamped and scanned copy in Technical Bid)

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Sr	Tend	NAME OF	Specificat	Name	Indian/	Technicall	Deviati	-	Samp
	er	ITEM (As	ion /	of 3	Import	У	on (if	Catalog	le
no	Item	per	Strength	Brand/	ed/	complied	any)	ue s	(Yes/
	No	Schedule	W. 00	Compa	Countr	as per		Yes/No	No)
		of (ny	y of	requested	ax I)	
		Requirem	1 18	Quoted	Origin	Technical	묏		
		ent			100 p. 2000 17	Specificat			
		Annexure-	F	NA.	35	ion	8		
		A) (30	99	(Yes/No)	麦		
					8				
			7/1		2019				
				TUTE		CCIEME			
				\"E U	- MEDICA				

Please Note: - The Estimated Quantity given in the Schedule of Requirement at **Annexure -A** will Increase/Decrease as per AIIMS Deoghar actual requirement, and any Successful Supplier Agency will liable for supply of ordered Quantity during the entire Rate Contract Validity or any extended period to AIIMS Deoghar.

Signature, Name of Authorized Person of the Bidder with seal

Date:	Place:	Contact No.:
Email ID :		

UNDERTAKING FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on ₹ 100/-Non-judicial Stamp Paper duly attested by Public Notary)

To,
The Executive Director,
All India Institute of Medical Sciences Deoghar-814152, Jharkhand.
Ref. Your ATE Nodue for opening oninsert date

- 1. I/we certify that I/we have gone through and agree to the terms & conditions mentioned herein and undertake to comply with them for the contract period (valid for Two years from the date of signing of the agreement deed plus extendable up to One or more years). We, the undersigned have examined the above-mentioned Tender Document, including amendment/corrigendum (if any), the receipt of which is hereby confirmed.
- 2. I/we, the undersigned, hereby bind myself/ourselves to supply the Drugs/Medicines/ IV Fluids Consumables Items to Director, AIIMS, Deoghar during the validity of this tender & rate-contract
- 3. That the Drugs/Medicines/ IV Fluids Consumables Items shall be of the Pharmacopoeia specification and kind. The test report of the supplied batch of the Drugs/Medicines/ IV Fluids Consumables Items will be either on Form-39 (Report of Analysis) or from in house Test Lab approved by NABL (National Accreditation Board for Testing and Calibration Laboratories) except for imported Drugs/Medicines/ IV Fluids Consumables Items and as per the requirement of the hospital. The decision of the Director, AIIMS Deoghar or his nominee as regards the quality and kind of the articles shall be final and binding on me. In case, the supplies are found to be of inferior quality, AIIMS Deoghar reserves the right to destroy the same and our firms name in repeating same mistake in three times will be removed from the list of the vendors at AIIMS Deoghar and debar our firm for future AIIMS Deoghar Hospital Tenders participation for three years period.
- **4.** I/we agree that in case of failure to supply the material within the stipulated date of delivery in Purchase order. AIIMS Deoghar reserves the right to arrange the same from the market/other source at my/our Risk & Expense. This will be recovered from the pending bill of us and even from performance security deposit already submitted by us.

- 5. I/we shall submit the samples of the items quoted as and when required and in case I/we fail to do so, the earnest money deposited by me/us can be forfeited by the Institute, and my/our quotations may not be considered for this tender.
- **6.** I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered BIDDER and I/We undertake for following the same as per directions of AIIMS Deoghar in respect of this e-tender.
- 7. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
- 8. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
- 9. I/We also confirm that in event of my/our tender being accepted, I/we hereby undertake to furnish within 15 days, Bank Guarantee/ Performance Security after issue of Purchase Order, as applicable, in format to be provided by AIIMS Deoghar in addition to execution of a Contract as pre-condition for obtaining supply orders.
- 10. I/We further undertake that none of Proprietor/Partners/Directors of firm was or is Proprietor or Partner or Director of any firm with whom Government have banned /suspended business dealings. I/We further undertake to report to AIIMS Deoghar 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 currency of Contract with you.
- 11. Affidavit regarding No Black listing/ debarred and case is pending or going on against the manufacturer/Bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
- 12. We undertake that information given in this tender are true and correct in all respect and I/We hold responsibility for same.

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(Signature of Bidder)

Name:

Designation with Seal of Firm:

Annexure- VIII

NON-BLACKLISTING / CRIMINAL LIABILITY UNDERTAKING

(To be executed on ₹ 10/-Non-judicial Stamp Paper duly attested by Public Notary)

TENDER NO.:

I, undersigned (name)(designation), am proprietor
/partner/authorized signatory of M/s hereby undertake, affirm, confirm and
declare that-
Proprietorship/Firm/Company/Agency has never been blacklisted/ debarred by any organization
and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting
is pending against my firm.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare
and affirm that above declaration is true and correct in all respects and we hold responsibilities
for same. No part of it is false and nothing has been concealed. Any false/incorrect submission shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all
civil/criminal obligations including complaint to police and or authorities.
orving and a supplementation of a supplementation o
Deponent Signature:
Name:
Designation:
Aadhaar No: आरोग्यम् परमं सुखम्
Email Id:
Mobile No:
Landline No:
Fax No:
Address:
(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed)

Annexure -IX

NOTARISED AFFIDAVIT

(To be executed on ₹ 10/-Non-judicial Stamp Paper duly attested by Public Notary)

TENDER NO.
I, undersigned (name)(designation), duly authorised
representative of(name of Proprietorship/Firm/Company/Agency) hereby
undertake, affirm, confirm and declare that-
Proprietorship/Firm/Company/Agency has not quoted price in this Tender higher than one at
which goods/services were previously supplied to any government Institute/ Organisation/ reputed
Private Organisation or DGS&D rate in last three years or since the last change in M.R.P.,
whichever is latest. If at any stage it is found that firm (bidder) has quoted lower rates to any Govt./
Private Institute, Bidder shall be liable to payback excess value to AIIMS Deoghar. AIIMS Deoghar
have reserves right to impose suitable penalty shall be made by AIIMS Deoghar.
Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare
and affirm that above declaration is true and correct in all respects and we hold responsibilities
for same. No part of it is false and nothing has been concealed. Any false/incorrect submission
shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all
civil/criminal obligations including complaint to police and or authorities.
Deponent Signature: आरोग्यम् परमं सुखम्
Name:
Designation:
Aadhaar No:
Email Id:
Mobile No:
Landline No:
Fax No:

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

Address:

NOTARISED AFFIDAVIT (UNDERTAKING OF MISCELLANEOUS DECLARATION)

(To be executed on ₹ 10/-Non-judicial Stamp Paper duly attested by Public Notary)

TENDER NO.

I, undersigned	(name)	(designation),	duly authorised
representative of		(name of Proprietorship/Firm/C	ompany/Agency)
hereby undertake, affirm, confir	rm and decl	lare hat-	

- 1. Undersigned is fully competent and authorised from Proprietorship/Firm/Company/Agency to make this Affidavit to bind such Proprietorship/Firm/Company/Agency.
- 2. All details/information/documents furnished by Proprietorship /Firm/ Company/Agency in bid document is true and correct.
- 3. Proprietorship/Firm/Company/Agency is fully solvent and legally/financially competent to perform terms and conditions of Tender.
- 4. Proprietorship/Firm/Company/Agency is duly registered under various relevant government notifications and all dues have been paid as of date.
- 5. Proprietorship/Firm/Company/Agency hereby agrees and fully understands that notwithstanding anything contrary contained in Tender document and without prejudice to any of rights or remedies of AIIMS Deoghar. AIIMS Deoghar shall be entitled in its sole discretion to determine that a bidder is to be disqualified at any stage of process and its participation in Tender process and/or its Technical Proposal and/or Financial Bid dropped from further consideration for any reasons.

Undersigned, on behalf of Proprietorship/Firm/Company/Agency does hereby solemnly declare and affirm that above declarations are true and correct in all respects and we hold responsibilities for same. No part of it is false and nothing has been concealed. Any false/incorrect submission

shall make Proprietorship/Firm/Company/Agency as well as undersigned personally liable for all civil/criminal obligations including complaint to police and or authorities.

Deponent Signature:
Name:
Designation:
Aadhaar No:
Email Id: आयुर्विज्ञान
Mobile No:
Landline No:
Fax No:
Address:
(Copy of Authorisation Letter from Proprietorship/Firm/Company/Agency enclosed

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Annexure-XI

Format for Affidavit of Self Certification regarding Local Content

(To be executed on ₹ 100/-Non-judicial Stamp Paper duly attested by Public Notary)

I	S/o.	D/o,	W/o	,
Resident of	do he	reby sole	emnly affirm and de	clare as under.
That I will agree to abide b	y the terms and con	ditions o	f the policy of Gove	rnment of India issued
vide order No. P-45021/2	2/2017-PP (B.EII)	dated 16	6 th September he	information furnished
hereinafter is correct to be	st the of my knowled	lge and l	pelief and I underta	ke to produce relevant

That the local content for all inputs which constitute the said drugs has been verified by me and I am responsible for the correctness of the claims made therein.

records before the procuring entity or any authority so nominated by the Government of India for

That in the event of the domestic valve addition of the product mentioned herein is found to be incorrect and not meeting the prescribed valve-addition norms, based on Government of India for the purpose of assessing the local content, action will be taken against me as **per Order No. P-45021/2/2017-PP (B.E.-II) dated 16th September, 2020.**

I agree to maintain the following information in the Company's record for a period **of 1 years** and shall make this available for verification to any statutory authorities:

- i) Name and details of the Domestic Manufacturer (Registered Officer, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued.

the purpose of assessing the local content.

- iii) Medicine for which the certificate is product.
- iv) Procuring entity to whom the certificate is furnished.
- v) Percentage of local content claimed.
- vi) Name and contact details of the unit of the manufacturer.
- vii) Sale Price of the product.
- viii) Ex-Factory Price of the product.

- ix) Freight, insurance and handling.
- x) Total Bill of Material.
- xi) List and total cost valve of inputs used for manufacture of the medicine certificates from suppliers, if the input is not in-house to be attached.
- xii) List and cost of inputs which and imported, directly or indirectly.

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)



Annexure-XII

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s	_are holding valid Manufacturing License Nodated
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	125		72
•			1 2 2
2	8	tone soul	MA
•		3/4 35	2
3		37 8	1500

Signature and seal of

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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. The any other applicable format of Centre/State Drug Controller is also accepted and Tenderer is needed to be upload the legible scanned copy with their Technical Bid Documents in the e-Tender Portal of AIIMS Deoghar.

Annexure-XIII

CAPACITY ASSESSMENT CERTIFICATE

Т	F	N	D	F	R	١	J	0	,	

1.	Name of the firm
	Address
	Telephone
	Email Id:
2.	(Name of Manufacturer/
	importer) is properly registered to supply pharmaceuticals or vaccines or medical devices
	in India, is in good legal and statutory standing with the responsible health authorities and
	is licensed as a primary manufacturer (or registered as an importer for import) of the range
	of pharmaceuticals or vaccines or medical devices to be offered.
3.	Indicate details of production of the items quoted at least two consecutive years from 2022-
	23 to 2024-25 duly certified by the Chartered Accountant/ Centre/State Drug Controller .
4.	The production capacities for(name of
	Manufacturer/ Importer) is as follows:
	2019

S.No. (As per tender document	Medicin e Name	Formulatio n	% MEDICA Strengt h म्यम् परमं	Production Capacity in Financial Year					
				2022	-23	20	23-24	2024	-25
				Batc	Siz	Batc	Siz	Batc	Siz
				h No.	е	h No.	е	h No.	е

Signature of the Chartered Accountant/

Centre/State Drug Controller along with address & Seal

- Importer) retains full records of production/ marketing batches and quality control test results, has demonstrated compliance with the Schedule- M /GMP quality standards during the past three years, and will exhibit these on request.
- 6. We hereby certify that the above information is true and accurate to the best of our knowledge. Signature & Seal of the Authority of company.



*If any bidder prepared the format as different format with all required information for last three financial years then it will also be accepted.

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MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

То

Γhe Executive Director
All India Institute of Medical Sciences
Deoghar, Jharkhand-814152
Dear Sir,
TENDER:
We,, who are established and reputable
manufacturers of, having factories at
and, hereby authorize M/s (name and
address of agents) to manufacturers can give authority letter to supplier / distributor / stockiest for
purpose of making supplies, raising bills, collecting payment etc. only after selection in tender
contract with you against Tender Nofor above goods manufactured by us.
We hereby extend our full guarantee and warranty as per conditions of tender contract for
goods offered for supply against this tender by above firm.
आरोग्यम् परमं सुखम् This authorization is valid up to
Yours faithfully,
(Name)
or and on behalf of M/s
(Name of manufacturers)/Principal.

Annexure-XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Executive Director

All India Institute of Medical Sciences

Deoghar, Jharkhand-814152

WHEREAS(Name and address of supplier) (Hereinafter
called "supplier") has undertaken, in pursuance	of contract no
datedto supply (description of	goods and services) (herein after called "
contract"). AND WHEREAS it has been stipulated by	y you in said contract that supplier shall furnish
you with a bank guarantee by a scheduled commer	rcial bank recognized by you for sum specified
rein as security for compliance with its obligations	in accordance with contract; AND WHEREAS
we have agreed to give supplier such an irrevocab	le bank guarantee;
2010	
NOW REFORE we hereby affirm that we are guara	
on behalf of supplier, up to a total of	(Amount of guarantee in
words and figures), and we undertake to pay yo	ou, upon your first written demand declaring
supplier to be in default under contract and witho	ut cavil or argument, any sum or sums within
limits of (amount of guarantee) as aforesaid, without	at your needing to prove or to show grounds or
reasons for your demand or sum specified rein.	

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

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

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

This guarantee shall be valid up to 65 months from date of satisfactory installation of equipment
i.e. up to(indicate date).
(Signature with date of authorized officer of Bank)
8 /2 8 /2
Name and designation of officer
2019
3/17/02 CC/ENGL
Seal, name & address of Bank and address of Branch
Seal, fidille & dudress of Balik and address of Branch
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Annexure-XVI

FINANCIAL "PRICE BID"

(FOR QUOTING PRICES IN INR FOR GOODS SUPPLIED THROUGH DOMESTIC/INDIGENOUS SOURCES and IMPORTED SOURCES)

Financial Price Bid Schedule for BIDDER quoting Prices for Domestic/Indigenous Consumables/ Goods or already imported Consumables / Goods with in India and supplied against only in Indian Rupees (INR)

(Upload duly Signed, Stamped and scanned copy of Financial Bid on the Portal)

	Ten	Name and	Specif	Name	Pack	Unit	Basic	Applic	Appli	MRP Per	Total
	der	Technical	icatio	of	Size	(Tab/C	Unit	able	cabl	pack size	Unit
	Item	Specificatio	n/	Brand	(Pleas	apsule/i	Price	GST/	е		Price
S.	No.	n of	Stren	Then,	е	nj/bottle	per Unit	TAX (GST		(per
No		Drugs/Medi	gth	Comp	menti	/pcs)	(i.e. Per	in %)	/TAX		Tab/Cap
		cines/ IV	142	any	on	A	(Tab/C		(in ₹		sule/inj/b
		fluids	क्र	Quote	clearl	7	apsule/i	2 L)		ottle/pcs)
		Consumabl		d	y) 📗		nj/bottle				inclusive
		e Item as	一三		1 8	B	/pcs)				of All
		per	-\ '=	13		B	(in ₹)	190)		Taxes &
		Schedule of				φ					Expendit
		Requiremen		157	20	019	THE P.				ure (in ₹
		t <mark>–</mark>		\""	TEDEN	EDICAL S	CIE) (in
		Annexure-A				EDION					Figure
				2	भारोग्यम	परमं सुख	F				
							1				

- All quoted unit rates for Drugs should be inclusive of everything viz. Freight Charges,
 Packing Charges, Forwarding & --Insurance Charges, Transportation & Octroi,
 GST/Custom Duty / Custom Clearance Charges/Agency Commission etc. Quoted Price
 means that all such expenses have been taken in account by the Bidder and are included
 in the included Offered Price.
- 2. The Bidder will quote firm rates inclusive of all Taxes & expenditures to AIIMS Deoghar basis.

- 3. L1 will be decided on each Tablet/Capsule/Pcs Item wise unit Rate inclusive of all basis.
- 4. Please read and understand all terms and conditions of this e-tender before applying carefully.

Name(s) & Signature of the Authorized p	person of the Bidder Company with seal							
Name of the Firm								
Data	Place							



"Annexure A"-

SCHEDULE OF REQUIREMENTS

List of Consumables

SI. No.	Name of Consumables of Anaesthesia Work Station for Rate Contract	Pack Size	GST Cost	Total Unit Price to be entered by the bidder (incl. GST)
1.	Sevoflurane 317	250 ml	@ 5%	
2.	Desflurane	240 ml	@ 5%	

