ALL INDIA INSTITUTE OF AYURVEDA(AIIA)
GAUTAMPURI, SARITA VIHAR,
MATHURA ROAD, DELHI 110076 (India)
Website: www.aiia.gov.in
Email: *central-store@aiia.gov.in* **Phone Number 011-26950401**

Tender No.: M-50/51/2022-AIIA **Dated: .06.2022**

Tender Enquiry for supply of Saraswataristha (With Gold) to All India Institute of Ayurveda (AIIA)-DELHI.

AIIA, New Delhi invites Sealed bid tender in Two Bid System (i.e. Technical and Financial Bid) from reputed and capable Pharmacies who may provide **Saraswataristha(With Gold)** to All India Institute of Ayurveda (AIIA). Tender Inviting Authority (TIA) i.e. Director, All India Institute of Ayurveda, New Delhi (herein after referred as TIA unless the context otherwise required). The details of tender document are annexed.

(Dr Umesh Tagade)
Joint Director

SECTION-I

1. Description of the item(s) is given below:

Item No.	Name & Description	Qty.	Rate per Unit (in ₹)	Tentative cost (in ₹)
1	**Supply of Saraswataristha(With Gold)**	3600 (400 ml Each)	1000	36,00,000 (Rupees Thirty Six lakh only)

For further details please refer **Annexure-A** .

2. SCHEDULE OF TENDER

Sl.No.	Activity Description	Schedule	
a.	Tender No.	M-50/51/2022-AIIA	
b.	Availability of Tender Document	The tender document can be downloaded from the AIIA web site http://www.aiia.gov.inor from the procurement portal **http://eprocure.gov.in/epublish/app**	
		Schedule	**Time**
c.	Document download start date	**24.06.2022**	**18:00 hrs.**
d.	Bid submission start date	**24.06.2022**	**18:30 hrs.**
e.	Pre-bid meeting	**01.07.2022**	**15:00 hrs.**
f.	Seeking clarification end date	**04.07.2022**	**15:30 hrs.**
g.	Bid submission end date	**25.07.2022**	**15:00 hrs.**
h.	Bid opening date	**25.07.2022**	**15:30 hrs.**
i.	Minimum Validity of tender offer	120 days from the date of opening of technical bid	
j.	Product to be offered	**Supply of Saraswataristha(with Gold)**	
k.	Tender Document fee	**NIL**	
l.	Performance Security	**3%** of the bid amount after award of contract.	
m.	Validity of Rate	One Year from date of award of tender	

3. Submission of Tenders: The bid along with the necessary documents should be dropped in the Tender Box placed in the reception area of the All India Institute of Ayurveda (AIIA) on any working day/working hours and upto stipulated date and time. The bid document should be under two bid system (i) Technical Bid and (ii) Financial Bid, i.e. technical bid and financial bid should be in two different envelop which be placed in a bigger envelop.

4. Clarification on bid documents: Clarification on bid document may be sought by the bidders as per prescribed schedule over email address central-store@aiia.gov.in.

5. Amendments: Any amendments/corrigendum related to bid document, for any reason whether in its own initiative or in response to clarification requested by bidders, will be published on website of Institute and on CPPP only. Bidders should check these amendments regularly. AIIA shall not be responsible to notify such amendments/corrigendum to individual bidders.

6. All India Institute of Ayurveda (AIIA) reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Bids without assigning any reason. The decision of the Director, AIIA in this regard shall be final and binding on all.

7. Tender document is available free of cost. Bidders can download complete tender document from https://cppp.gov.in/epublish and Website of AIIA at www.aiia.gov.in. TIA will not issue any separate communication to individual bidder. Interested eligible bidder may elicit further information in the pre-bid enquires or through email. However only those quires raised in written form prior to the due date to raise queries will be replied and will be published on AIIA's website and on CPPP as well.

8. The Tender shall not be accepted after prescribed deadline under any circumstances whatsoever.

9. It is proposed to a contract of supply from eligible and capable firms who have their own arrangement for manufacturing Ayurvedic Medicines and who fulfill the eligibility criteria approved by AIIA for supply of Ayurvedic medicines enumerated in the schedule annexed. The eligibility criteria have been given in the terms and conditions. Firms intending to participate in tender should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions; otherwise the tenders will be summarily rejected.

10. The Tender will be governed by the terms and conditions enclosed with this Tender Enquiry and no modifications/ alterations etc. are allowed in any case. Tenderer is therefore advised to tender rate quotations only if the terms and conditions as prescribed by AIIA are acceptable to them in its entirety and they fulfill all the eligibility criteria.

11. Tenderers should submit Technical and Price Bid separately in sealed envelope super scribing the envelopes as **Cover "A"- (Technical Bid) and Cover "B"- (Price Bid).**

Both these envelopes be again put in a single envelope super scribed with the "Tender No _____due on _____

12. The tenderer need not to deposit EMD/Bid Security for submit the Tender document however, Tenderers to sign a Bid security declaration (as per Annexure-D) accepting that if they withdraw or modify their Bids during the period of validity, or, if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for Bid document, they will be suspended for the two years from being eligible to submit Bids for contracts with AIIA, New Delhi

13. Cover "A" Technical Bid

The tenderer should submit the following certificates / documents for the items tendered in a separate cover herein called Cover "A" (Technical Bid). All the documents should be attested by the authorized signatory of the firm with their official seal. The tender shall be liable to be rejected if following documents are not submitted with the cover "A" (Technical Bid).

a) Covering letter of the firm.

b) Earnest Money- Bidder should submit EMD declaration form as per annexure-D

c) List of items quoted as per Annexure -A (without rates).

The list of items for which the offer is being made should be given as per the format as given in Annexure - A. both in hard copy (computer typed only) and soft copy in excel sheet in CD/pen drive and Medicine codes should be strictly adhered to. All the columns of Annexure-A should be properly filled up and no column should be left blank.

d) Undertaking in the prescribed format **(Annexure B.)**

e) Information as per prescribed Performa **(Annexure C).**

f) Audited financial statement (balance sheet and profit & loss account statement) for the last three years i.e., 2018-19, 2019-20 & 2020-21 certified by the Auditor. Pharmaceutical firms having a minimum annual turnover **of Rs. 15 Lakh** for Ayurvedic formulations during the last three years i.e., 2018-19, 2019-20 & 2020-21 will be eligible for participation in AIIA Tender.

g) GMP Certificate valid since last three years to till date

h) Certified Copy of Drug Manufacturing License with the list of products licensed to manufacture duly renewed up to date.

i) Non-conviction certificate for three continuous years from 2018 till date from the Drug Controller of the State.

j) Affidavit of no blacklisting/debarring for the last three years in respect of drug and nondrug items from any department.

k) Attested photocopy of valid excise permits, if applicable.

l) Copy of the recent Income Tax Clearance.

m) Certificate of approval of Drug Controller General of India for new drugs.

14. List of names of procurement agencies to whom drugs have been supplied during last one year on company's letter head.

15. Authority letter of distributor (in case manufacturing firm desirous of appointing distributor). Copy of Drug License of such distributor renewed up-to-date should be submitted.

Note:

Tender may be rejected if it is not submitted by the date/ time prescribed for acceptance and any of the following documents listed is either not attached or attached but it is not in proper form/not signed or certified by authorized /competent officer. Tender is also likely to be rejected if instructions for filling up the tender/submission of quotations annexed herewith, are not fully & properly adhered to.

Each & every paper/page of the tender documents should be serially numbered and duly signed by the tenderer. A proper catalogue/checklist must be enclosed in the following chronological order with page No.

16. Cover "B" Financial Bid

a) The Tenderer should submit Annexure-1 of the tender duly filled giving the rates of the various items in a separate sealed cover super scribed as Cover as "Financial Bid". All the papers in the document should be attested by the authorized signatory of the firm with their official seal.

b) Financial Bid will be opened for scrutiny, only when technical bid is found in order.

c) All prices should be quoted in Indian Rupees (INR) only. Price can be mentioned only up to two digits after decimal.

d) All prices are inclusive of all taxes, packing, freight charges and duties payable during the contract period. All prices will be including delivery services (unloading and uploading) at stores/ Hospital Premise AIIA.

The tender form duly completed should reach this office on or before due date and time. The tenders (cover 'A') will be opened on same day at 15:30 Hrs at the Committee Room, All

India Institute of Ayurveda, AIIA, Sarita Vihar, New Delhi-110076 in presence of representatives of firms who intend to be present.

No quotation /paper shall be accepted after the prescribed date and time.

17. Award of Contract

a) In case of classical medicines, firms quoting lowest price will be eligible for the award of contract. The Director, AIIA, reserves the right to award any part or full contract to any successful agency/ies at its discretion and this will be binding on the tenderer.

b) Firms who will be selected for the award of contract should sign the tender and need to furnish the Performance Security Deposit worth **of 3%** of estimated value of the supply order for a period of **14 months**.

c) Performance security may be furnished in the form of an account payee Demand Draft, fixed Deposit Receipt or Bank Guarantee from a commercial bank. It should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.

d) Bidder should submit EMD declaration form as per Annexure-D.

e) **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:** The Bidder Companies, those have registered under Make in India initiative and producing their products under **"Make in India Policy of Government of India"** shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission

of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested "Make in India" Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing "Make in India" Certification in later bid stage.

f) It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this Tender please carefully read the "Make in India" Initiative and directives of Govt. of India, since in case if any "Make in India" Registered Company will participate against this Tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliance of "Make in India" Policy of the Govt. of India.

18. It may be noted that this tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section} Order No. P-45021/2/2017-PP (BE-II} dated 04.06.2020, Partial modification revision order No. P-45021/2/2017-PP (BE-II} dated 16.09.2020 and other all relevant orders issued by the Government of India from time-to-time.

19. (a) The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of location(s) at which the local value addition is made.

(b) In cases of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from a practicing cost

accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

(c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR- 2017 along with such other actions as may be permissible under law.

Section-II

IMPORTANT INSTRUCTIONS FOR FILLING OF TENDERS

1. The Price Bid should be submitted on a separate sheet as per the Performa shown in **Annexure `P'** and submitted in a separate sealed cover super scribed as Cover 'B' (Price Bid).

2. The tenderer should read carefully the terms and conditions enclosed and submit Annexure 'C' duly signed.

3. The tenderer should quote for; those items only for which they have valid Drug Manufacturing License Certificate duly renewed up to date.

4. Rate quoted should be computer typed and given in INR only, upto two digits after decimal. Any correction or overwriting in the quoted rates will disqualify the medicine.

5. Enclose a valid import license, where applicable.

6. If you are indicating “No" Tax" while quoting rate for any item, enclose a copy of certificate issued from the concerned Tax authority in support of Tax Exemption granted for the item. The certificate should clearly show whether tax exemption is granted for particular items or for all the items manufactured by the firm.

7. The delivery period should not exceed six weeks as per clause 3.18 of the terms and conditions.

8. The goods are to be supplied F.O.R. destination is AIIA, New Delhi and all the transit loss whatsoever will be borne by the supplier/firm (any monetary limit is not acceptable).

9. The tenderer must submit bid security declaration at Annexure-D

10. The technical Bid and the financial bid should be sealed by the bidder in separate envelopes/covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.

11. Each and every page of the tender and Annexure if any should be signed by the authorized signatory of the firm. The specimen signature of the authorized signatory should be submitted to the AIIA, along with the tender.

12. If the above instructions are not adhered to by the tenderer, the quotation may summarily be rejected and AIIA will not be liable to answer for the same.

SECTION-III

Eligibility Criteria, withdrawal of bids and Supply conditions: -

1. Original manufacturer having required infrastructure who have their own manufacturing of Ayurveda Medicines having a minimum annual turnover of **Rs. 15** lakh for Ayurvedic medicines during the last three years i.e.2019-20 , 2020-21 and 2021-22, will be eligible for participation in AIIA Tender. The procurement of medicines is not permitted from the loan licensee manufacturer.

2. Firms must have GMP certificate i.e., Good Manufacturing Practices (GMP) Certificate issued by State Drug Control Authorities for each of the drugs quoted.

3. Firm should have three completed years' experience of marketing and manufacturing of the products for which the firm has quoted the price, except for new drugs as on date of opening of the tender.

4. Firm should have a valid drug manufacturing license from the State Drug Controller for the drug / drugs quoted and must submit an attested copy of the same. Firms manufacturing on Loan License will not be entertained.

5. Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the preceding three years for any of the drugs for which he has quoted price and that no case / proceedings is pending against the manufacturer in any Court of Law in India under the Drugs & Cosmetics Act.

6. Firm should not be blacklisted/ debarred for the last three years in respect of drug and non drug items from any department.

7. For the drugs quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.

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

9. Bidder shall have to submit a report from a reputed lab regarding composition of medicine.

10. Withdrawal of tenders' will be allowed before the date of opening of tenders. After opening of tenders: -

a. Withdrawal of the complete tender cannot be allowed.

b. No change/alteration in rate or other terms in the tender will be permitted under any circumstances.

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

11. Tenders should strictly be filled as per the instructions given in section II.

12. The Director, AIIA, New Delhi reserves the right to reject any or all offers including the lowest quotation without assigning any reasons whatsoever. The Director, AIIA, Delhi will

also have the authority to accept tenderer's offer in respect of any one or more of the items for which tenderers may have quoted and his decision in this respect shall be final.

13. Supply orders will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Demanding Officers.

14. Supply orders against the contract will be accepted as long as these reach the contractor on or before last date of the currency of the contract. Supply orders received during the closing days should be complied with in due course, in accordance with the contract, even if, in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.

15. The Director, AIIA, reserves the rights to invite in his sole discretion separate quotations to effect purchases outside this contract in the event of any urgent demand arising in a locality where no stocks are held or otherwise.

Section-IV

A. Packing

1. Tendering firms must quote for the packing specified against item in the schedule annexed, as any other packing may not be accepted. Rate should be quoted strictly as per specification given in the tender enquiry.
2. Where no pack is specified, tenderers may quote for standard packs available in the market.
3. All labels of cartons, bottles, jars, tubes, tins, containers etc., should be emboldened/imprinted/stamped with the letters "**AIIA Supply not to be sold**".
4. Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
5. Liquid orals to be supplied in glass bottles / Plastic bottles conforming Drugs & Cosmetics Act and Ayurvedic Pharmacopoeia
6. It should be ensured that only first use packaging material, of uniform size including Bottles is used for making supplies on the basis of AIIA tender.
7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
8. Packing should be able to prevent damage or deterioration during transit.
9. All containers i.e., bottles, tins, cartons, etc., are required to be secured with pilfer proof seal to ensure genuineness of the product packed and other correctness of contents. No butter paper is to be used for packing or sealing.
10. The labels of all the medicines to be supplied must be written in Hindi or in English. The printing of labels of each approved item must be different in colour, if possible.

B. Marking:

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

C. Life Period

1. The manufacturing date, expiry date where applicable, Batch No. and main composition must be written clearly on each bottle, packets, tins etc., in respect of each

lot offered against the contract. The batch number and manufacturing date must be incorporated on tube also as per outer cover (carton).

D. Quality:

1. The stores offered should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made there under as amended up to date and Drug Price Control order.
2. If medicines supplied against this Tender are found to be not of standard quality on test analysis from approved laboratory and / or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied medicine may have been consumed.
3. If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.
4. If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Tender of AIIA.
5. In all contracts for materials, which are branded with "Govt. Supply" mark including rejected stores, it would be a condition that such material will not be sold to the public.
6. The contractor should also give a guarantee as follows in case of biological and other products having a particular life period to provide safeguard against losses on account of deterioration within their stated period of potency.

The contractor/seller hereby declare that the goods/stores/ articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the contractor/seller hereby guarantees that the said articles would continue to conform to their description specification as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/stores/ articles. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated, the decision of the purchaser in that behalf will be final and conclusive. The purchaser will be entitled to reject said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of the articles will be at the contractor's risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if rejected by the purchaser otherwise the contractor 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 purchaser in that behalf under this contract or otherwise.

Random testing of drugs may be undertaken at any time during the shelf life period from any of the Govt. approved drug laboratory, at the cost of the tenderer. If the tenderer fails to pay the said expenses when called upon to do so, Director, AIIA have the right to recover the same from the tenderers deposits or any outstanding dues of the tenderer in AIIA. The test report from the Govt. approved lab. From where samples are tested by AIIA will be final and binding. In case the testing is done in more than one laboratory, the result of any one of them claiming as sub- standard will be considered for appropriate action even if in other laboratory it is claimed as of standard quality.

E. Price:

1. The price charged for the medicines supplied under the agreement or the rate quoted for supply of medicines to the, AIIA, whichever is lower, shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person(s) during the said period of agreement. If at any time during the said period, the contractor reduce the sales price of such stores or sells such stores to any other person at a price lower than the price chargeable under the agreement, he shall notify such reduction in sale price to the Director, AIIA and Demanding Officers and the price payable under the agreement for the stores supplied after the date of its coming in to force will he the reduced price. The approved price in tender shall stand correspondingly reduced.

2. The price must be quoted F.O.R Destination per unit which is AIIA, New Delhi and should be exclusive of all Taxes but inclusive of all charges for packing and forwarding. The rates quoted should be strictly for free delivery (Including labour and transportation)

3. Excise duty, GST, and other Taxes if extra, where legally leviable and intended to be claimed, should be distinctly shown separately along with the price quoted. Where this is not done, no claim of excise duty, GST and/or other taxes will be admitted at any later stage on any ground.

4. 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 30 days of the date of arrival of stores at destination, notify the contractor, of any loss damage to the stores, that may have occurred during the transit.

F. Delivery Period.:

a.) Delivery Period will be one month from the actual date of dispatch of supply order. The successful tenderers shall maintain stocks at the station/stations indicated by him and shall make deliveries against supply orders for such stocks, as and when, required. On receipt of an order from the Demanding Officer, the successful tenderer shall, execute the order within one month from the actual date of dispatch by registered post. In case delay in supply, a penalty @ 0.5%(of order value) per week will be imposed and maximum delay of 4 weeks will be accepted. If the contractor is not in a position to supply within the stipulated time, he/she may inform the Director, AIIA in a position to supply within the stipulated time, he/she may inform the Director, AIIA and an extension of maximum of four weeks (28days) will be granted and penalty will be imposed during this period.

b. In case of failure to supply the order within one month, extension can be granted for another period of one week on request. However, if no supply is made within 5 weeks (35 days) from date of supply order, the supply order will be cancelled subject to 10% penalty on total amount of supply order, and the Director AIIA, reserves the right to purchase the stocks from other sources as risk purchase, i.e. purchase from any other firm or firms, in the contract or from outside the contract at the discretion of the Demanding Officer concerned at a competitive rate. The extra expenditure involved in procuring supplies from elsewhere will, in that case, be recoverable from the contractor in full at discretion of Demanding Officer. The recoveries thus due will be deducted from any sum then due to him from the Demanding Officer or which at any time thereafter may become due to him under this contract or any other contract placed with him by the Demanding Officer.

The cut of date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at F.O.R. destination.

c. Frequent lapses in this respect may result either to debar the tenderer for supply of drugs/medicines etc., for a period of three years or removal of the name of the tenderer concerned from the approved list of suppliers. If there is a failure to supply of an item for two or more occasions of a particular item in the period of contract, the firm may be debarred to supply the said item.

d. Inability to supply must be conveyed within 7 days of receipt of the supply order, otherwise it will be presumed that supply order has been accepted.

G. Delivery of Supply:

1. Supply would be received at the store dept of the All India Institute of Ayurveda (AIIA), Hospital, New Delhi.

2. Store in charge will receive the supply of medicines along with documents

- Copy of supply order along with Delivery Challan
- Supply bills/ invoice
- Transport receipt, if applicable.
- Batch wise test reports of all items attested by authorized person of the firm.

3. A certificate should be recorded on the invoice/ bill that the rates charged are not higher than the rates quoted by the approved source to any other institutions in India.

4. Supplies to be made in proper boxes/ cartons. Loose supplies/ damaged packing/ tampered or damaged labeled supplies shall not be accepted under any circumstances and will be recovered from the firm.

5. Upon the receipt of supply along with the documents the receiving officer at AIIA would conduct preliminary inspection of the supply and items will be kept aside. Later on the inspection of the items, verification of the documents, date of supply order and date of delivery will he checked to take appropriate action.

I. Payment:

1. Payment for the supply will be made within 4 to 6 weeks after receipt and acceptance of the goods. AIIA will make efforts for timely release of Payment. However, no interest will be paid in case of delay in releasing the payments.

2. No advance payments towards cost of drugs and medical consumables will be made to the supplier.

J. Rate Revision

Successful tenderers shall not be entitled to any rate revision of price for any reason except that allowed by Government of India.

K. Inspection

The Director. AIIA, reserve the right for Inspection of the pharmaceutical firms participating, in the tenders, by officers appointed by the Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of AIIA Tender and to ensure that good manufacturing Practices are being followed by manufacturer. The decision of the Director shall be final in this regard.

L. Pharmacopoeia Specifications.

1. Pharmacopoeia Specification should be clearly mentioned against each drug/constituent of the drug quoted as per the provisions of Drug and Cosmetics Act. "For those classical medicines that are not mentioned in the Ayurvedic Formulary of India, such medicines with

references in classical text included in the Drugs & Cosmetics Act would be considered."

2. Tenderer will have to furnish documents in support of the information given in the tender. Original documents shall be submitted for verification as and when required Furnishing wrong information and false documents will make the tenderer ineligible and liable to be debarred / blacklisted from participation in AIIA Tenders.

M. Samples

1. Sample should be in the form of packs as available for dispensing/ marketing specified in tender enquiry.

2. Firms may take back their samples of unapproved drugs within 10 days from the issue of the Tender, otherwise the same will be destroyed by the AIIA.

N. Arbitration

In the event of any dispute arising between AIIA and the firm in any matter covered under this Agreement or arising directly or indirectly there from or connected or concerned with the said Agreement in any manner of its implementation of any terms and conditions of the said Agreement, the matter shall be referred to the Director, AIIA who may himself act as sole arbitrator or may nominate an officer of AIIA as sole arbitrator, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of AIIA as the sole arbitrator. The award of the arbitrator shall be final and binding on both the parties to the agreement subject to provisions of Arbitration and Conciliation Act, 1996 and rules made there under. The parties expressly agree that the arbitration proceedings shall be held at New Delhi. The language of arbitration shall be in English only.

The venue of the arbitration shall be Delhi/New Delhi.

The Director, AIIA shall be entitled to exercise all the rights and powers of the purchaser.

O. Jurisdiction of courts:

All the disputes relating to this tender enquiry shall be subject to the territorial jurisdiction of Courts at Delhi/New Delhi only.

P. FORCE MAJEURE

1. If at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of God, (hereinafter referred to as event), provided notice given by the firm to AIIA within seven calendar days from the "date of occurrence" thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event conies to an end or ceases to exist. The decision of AIIA as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

2. However, the Force Majeure events mentioned above will not in any way cause extension of the period of the Agreement.

ANNEXURE-A

Composition of the Medicine

The below ingredients are to be used in each 400 ml of bottle.

Sr.no.	Common name	Name of the plant	Part of plant	Ratio
1	Brahmi	Bacopa Moneira linn,	Fruit	80
2	Shatavari	Asparogus racemosus willd	Root	20
3	Vidarikand	Puearia tuberose	Tuber	20
4	Haritaki	Terminalia chebula Retz.	Fruit	20
5	Ardraka	Zinziber officinalis Roscoe.	Tuber	20
6	Saunf	Anethum sowa Roxb.	Seed Powder	20
7	Dhataki	Woodfordia fructicosa	Flower	20
8	Harenuka/Trivrut	Operculina ipomoea Linn.	Seed	1
9	Pippali	Piper tongum Linn.	Fruit	1
10	Lavanga	Sizygium aromaticum Men perry	Flower	1
11	Vacha	Acorus calamus Linn.	Root	1
12	Kushtham	Saussurea luppa	Toot	1
13	Ashwagandha	Withania somnifera Dunal	Root	1
14	Bibhitaki	Terminalia belerica Roxb.	Fruit	1
15	Guduchi	Tinospora cordifolia willd Meirs	Tuber	1
16	Ela	Elettaria caedmomum Maton	Fruit/see d	1
17	Vidanga	Embelia ribes Burm F.	Fruit/see d	1
18	Dalchini	Cinamomum zelopica Blume, Mineral	Bark	1
19	Suvarana	Pure Gold	Intact	1

ANNEXURE 'B'

UNDERTAKING

(To be submitted on Rs. 100/- non-judicial stamp paper)

I…… (Name of authorized signatory) the tender signatory hereby declare and affirm that I have gone through the terms and conditions governing the tender and undertake to comply with all terms and conditions.

1. I/We hereby certify that M/s._____ are holding' valid manufacturing license No.....date…… and are manufacturing and marketing the products for which quotation is given since the last three years and have GMP certificate for the same. Further, Firm will produce documentary evidence in respect of production as and when asked for.

2. That the rates quoted are valid and binding upon me for the entire period of contract.

3. The rates quoted are not the higher than quoted for any other Govt. Institutions.

4. That the EMD/ Bid declaration form submitted as Annexure-D is attached herewith.

5. That I / We authorize Director, AIIA to forfeit the performance security deposited by me/us if any delay or failure to supply the article within the stipulated time and items of desired / quality quoted.

6. That I shall ensure supply of Good Quality Medicines and if found to be of not to desire quality, I shall replace the same promptly without any cost.

7. That there is no vigilance / CBI case or court case pending against the firm, debarring my firm to supply of items quoted.

8. That I hereby undertake to supply the items as per directions given in supply order within stipulated period.

9. That I shall promptly and without any costs replace any damaged / broken medicines supplied by me.

10. I have been informed that the Director, AIIA has the right to accept or reject any or all the tenders without assigning any reason thereof.

Signature and address of the Tenderer

ANNEXURE-` C'

Performa to be filled in by the Tenderer

1. GENERAL INFORMATION

a) Name of the firm:

b) Address, Telephone No., Working FAX & e-mail:

c) Whether the firm is under Central/state Government/ PSU

d) Person responsible for conduct of business/ head of the organization:

e) Particulars of Licenses held under Drugs & cosmetics Act & the details. (If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be enforce should be enclosed.)

f) Ayurvedic Hospitals/ Institutions/ Dispensaries to whom drugs quoted supplied during last one year.

g) Has the firm even been convicted, if yes give details:

h) Any case pending in Court with details.

i) Has the firm ever been black listed/ debarred by any procurement agency/ Govt. Organization. If yes, details thereof.

I. TECHNICAL

a) Equipment 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:

a) Is the firm basic manufacturer of the drugs quoted, if yes, details:

II. FINANCIAL

a. Annual Turn-over for formulations during the last three years (year wise)-

1. 2019-2020
2. 2020-2021
3. 2021-2022

b. Name & Address of the Bankers to the firm:

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

No DECLARATION

I_____proprietor / partner /director of

M/s._____hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

Name & Designation with stamp

WARNING

If information furnished in this form is subsequently found to be incorrect the tenderer will be black listed.

ANNEXURE-D

Bid Security Declaration by the Bidder

I / We, M/s.....hereby undertake and accept that if I/We

withdraw or modify my/our Bids during the period of validity, or if I/We am/are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We Shall have no objection if I/We am/are suspended for the two Years from being eligible to submit Bids for contracts with All India Institute of Ayurveda New Delhi.

Seal, Name & Address of the bidder/authorized

person Telephone No. & Email ID

ANNEXURE "P"

(To be submitted in hard as well as soft Copy in CD or Pen drive in the attached Performa with medicines code)

FINANCIAL BID

Sl. No.	**Medicine Name**	**Accounting units/ packing size**	**Reference**	**Rates per Unit (Inclusive of all taxes)**	**Excise, if applicable**	**Net Rates**