



**ALL INDIA INSTITUTE OF AYURVEDA (AIIA)**

**GAUTAMPURI, SARITA VIHAR, Mathura Road, DELHI 110076 (India)**

**&**

***Website: [www.aia.gov.in](http://www.aia.gov.in)***

***Email: [astt-storeofficer2@aia.gov.in](mailto:astt-storeofficer2@aia.gov.in)***

**Number 011-26950401, Ext 2206/1301**

**Tender No.: M-15/5/2025-AIIA**

**Dated: 17.03.2025**

**Notice Inviting Tender for supply of various General Medicines for All India  
Institute of Ayurveda, New Delhi-110076**

## Notice Inviting Tender

### Chapter-I

The Director, AIIA, Delhi invites tender under two Bid System viz. Technical Bid and Financial Bid from reputed, experienced original manufacturer/authorized distributor of General Medicines as per annexure I. (It should be domestic goods including goods already imported by the supplier under its own arrangements).

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

S. No.	Item Description	Quantity	Total Amount
1.	General Medicine	As per Annexure-I	27,00,000/-

For further details please refer **Annexure-I (name of medicines & their quantities)**.

### 3. SCHEDULE OF TENDER

Sl. No.	Activity Description	Schedule	
a.	Tender No.	<b>M-15/5/2025-AIIA</b>	
b.	Availability of Tender Document	The tender document can be downloaded from the AIIA web site <a href="http://www.aiaa.gov.in">http://www.aiaa.gov.in</a> or from the procurement portal <a href="http://eprocure.gov.in/epublish/app">http://eprocure.gov.in/epublish/app</a>	
		Schedule	Time
c.	Bid publishing date and time	<b>17.03.2025</b>	<b>1800 hrs.</b>
d.	Document download start date	<b>17.03.2025</b>	<b>1800 hrs.</b>
e.	Seeking clarification end date	<b>21.03.2025</b>	<b>1530 hrs.</b>
f.	Bid submission start date	<b>17.03.2025</b>	<b>1800 hrs.</b>
g.	Bid submission end date	<b>7.04.2025</b>	<b>1500 hrs.</b>
h.	Technical Bid opening date	<b>7.04.2025</b>	<b>1530 hrs.</b>
i.	Minimum Validity of tender offer	180 days from the date of opening of technical bid	
j.	Services/Product to be offered	<b>General medicines/drugs</b>	
k.	Tender Document fee	<b>NIL</b>	
l.	Performance Security	<b>5% of the bid awarded value.</b>	

4. **Submission of Tenders:** The bid along with the necessary documents should be dropped in the Tender Box placed in the **Academic Block, 3<sup>rd</sup> Floor Central Store** 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 envelopes which be placed in a bigger envelope.

5. **Clarification on bid documents:** Clarification on bid document may be sought by the bidders as per prescribed schedule over email address [astt-storeofficer2@aiaa.gov.in](mailto:astt-storeofficer2@aiaa.gov.in) **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.



7. 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.

*(DR S S. HARTI)*

**(Dr. Sivakumar Harti)**  
**Additional Professor &**  
**Store In-charge**

*DR*

## Chapter-II Instructions for Bidders

1. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.
2. All envelopes should be super-scribed “**Technical Bid for supply of General Medicines**” as the case may be. Both the bids should be kept in a bigger envelop super-scribed with “**financial Bid for supply of General Medicines**”.
3. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. **Tender submitted in loose sheet/unsigned shall not be considered.**
4. The pages of tender document to be submitted by bidder should be properly number and an index with proper page number should be attached with the tender document.
5. Rates quoted in respect of tender should be typed only. **Any cutting, overwriting shall not be considered.**
6. The bidder shall quote rates in Indian Rupees (INR). Rates quoted in other currency shall be treated as non- responsive and will be rejected.
7. Only technically qualified bidders will be considered for financial evaluation. Financial bid opening date and time will be intimated to technically qualified bidders only.
8. Technical compliance sheet must be attached along with catalogue where in the technical compliance/composition of drugs/medicines will be intimated properly.
9. It is responsibility of bidders to ensure timely submission of bids as per given schedule and must be dropped in Tender Box. Bids received after due date will not considered.
10. In event of the above-mentioned date being declared as holiday/closed day for the AIIA, the tender event will be postponed for the next working day.
11. Price Preference Policy and Exemption for submission of various eligibility criteria documents to the Bidder registered under Make in India Initiative:- The bidders who are registered under **Make in India** Initiative and producing their products under the “**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 for availing the price preference and exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the certificate is not uploaded along with their offer, it will be treated as normal bidder. Producing certificate at later stage will not be considered.
12. Bidders are advised to go through the Make In India initiative and Price Preference Policy before opting the same for availing benefit under this initiative.
13. It should 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 and all other relevant orders issued by the Government of India from time-to-time.



## Chapter-III

### General Terms and Conditions

1. Tenders should be quoted only by the OEM/actual manufacturer and/or their authorized distributors only. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Director, AIIA, DELHI has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor.
2. **Terms of Delivery:** Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement and Supply & Delivery Clause in General Terms and Conditions Section. Please note that the time shall be the essence of the contract.
3. Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: The supplier will arrange transportation of the ordered goods as per its own procedure up to Consignee Site (i.e. All India Institute of Ayurveda, New Delhi-110076)

### ELIGIBILITY CRITERIA

- (a) Average Annual turnover for Tenders in the last three years i.e. 2021-22, 2022-23 and 2023-2024 shall not be less than the following: - (i) The bidders who are quoting for all the bid, their turnover should not be less than Rs. 14.0 Lakhs (Average annual turnover for last three years).
- (b) Tenders should quote at least for 20% of the tendered quantity of each items quoted and the tenders shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.
- (c) Tenderer should have supplied 20% of the quoted quantity of same or similar items during the last three financial years.
- (d) Signed and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
- (e) Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
- (f) Signed and scanned copy of PAN Card in the name of firm/company.
- (g) The bidders registered under MSME will be exempted from the submission of 'Turnover' and previous experience document, as per Government's guidelines. Bidders claiming the exemption should have submit relevant documents along with their offer. Any claim at later stage will not be entertained.
- (h) Drugs Manufacturing License
- (i) GMP Certificate

### TERMINATION FOR DEFAULT:

1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier terminate this contract in whole or in part.
  - a. If the supplier fails to deliver any or all the goods within the time(s) specified in the contract, or any extension thereof granted by the purchaser.
  - b. If the supplier fails to perform any other obligation(s) under the contract, and if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
2. In the event the purchaser terminates the contract on whole or in part, pursuant to above the

purchaser may procure; upon such terms and in such manner, as it deems appropriate, tendered goods undelivered and the supplier shall be liable to the purchaser for any excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.

**TERMINATION FOR INSOLVENCY:**

The purchaser may, at any time, terminate the contract by giving written notice to the supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent, as declared by the competent court provided that such, termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

**SET OFF:**

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser.

Purchaser reserves the right to debar/blacklist a bidder for a suitable period in case he fails to honor his bid/contract without enough grounds.

**BID SUBMISSION:**

(a) Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of tender. Purchaser in its discretion may decide to forfeit EMD of such bidders and black list or debar these bidders for suitable period besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

(b) (i) Different firms or companies having any common partner(s) or Director(s) or representative not permitted to quote for more than one tender offer. In case more than one offer is received from such bidders, then all such offers except with the lowest quote shall be rejected summarily.

(ii) In case more than one offer for any tendered item is received from the same bidder, then all such offers except with the lowest quote shall be rejected summarily.

**TECHNICAL BID- "PACKET1"**

(a) Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/- or above) in favor of authorized signatory in case of partnership firm (to be signed by all partners)/ proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head, the proprietor of firm declares himself as proprietor with specimen signature.

i. Annual turnover statement for 3 years i.e. 2021-22, 2022-23 and 2023-24 should be furnished in the format given in Annexure-V duly certified by the Chartered Accountant.

(b) A Checklist (Annexure-III) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged.

(c) Tenderer should submit an undertaking that "I/We do hereby declare that our firm has not been blacklisted/banned/debarred/by AIIA/State Governments/Central



Government/MOH&FW or any of the procurement agencies/Autonomous Bodies under the organizations stated above or the Firm/Company (as whole) has not been debarred as a whole by these organizations or any of its procurement agencies/Autonomous Bodies”.

**OTHER CONDITIONS:**

- The details of the annual required quantity of items are shown in Annexure-I
- (i) AIIA will have the right to increase or decrease up to 25% of the quantity of goods and/or services specified in the schedule of requirements without any change in the unit price or other terms and conditions at time of award of contract.
- (ii) In exceptional situation where the requirements is of an emergent nature and/or its necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 50% of the quantity of the goods and/or services contained in the running tender/contract up to a period of twelve months.
- (iii) The delivery of the additional quantity (as per ii above) shall be scheduled after the completion of the delivery of the original tendered quantity or on mutual consent between the supplier and AIIA.
- (i) The rates quoted and accepted will be binding on the Tenderer for the full contract period of ONE year and any increase in the price will not be entertained till the completion of this contract period.
- (ii) Any upward/downward revision (only during scheduled delivery period) in statutory taxes, levies will be allowed and benefit will pass on to supplier/purchaser.
- (iii) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.
- (iv) The delivery of the additional quantity shall be scheduled after the completion of the delivery of the original tendered quantity.



## **METHODOLOGY FOR PLACING ORDERS:**

For placing orders, the following procedures will be adopted:

- (i) After the price Bid opening, the lowest offer will be declared as the L1 tenderer.
- (ii) The Tenderer, who has been declared as Lowest Tenderer for certain item(s), shall within the tender issue of LOA (letter of acceptance) execute necessary Agreement for the supply of the allocated quantity of such items as specified in the Tender Document after depositing the required amount as Security Deposit and on execution of the agreement such Tenderer shall supply goods on receipt of Purchase Orders. The format of LOA, agreement, Purchase Order is attached at Annexure- IX, X, XI respectively.
- (iii) If two or more than two Tenderers are declared as lowest suppliers for the same items(s) (i.e. emerge L1), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Security Deposit and on execution of the agreement such Tenderer will be eligible for placement of purchase orders for equal proportion of tendered quantities (50:50 or 33.33:33.33:33.33) for such item(s) for which they are declared as lowest(L1).
- (iv) In case of MSME start-ups and class-1 local supplier AIIA will counter offer the lowest rate (L1 rate) to other Tenderers in the order of their ranking i.e. L2, L3 and so on will be asked to match the L1 price, if their bids found within the prescribed limit.
- (v) If the lowest supplier has failed to supply the required items within the stipulated time or within the extended time AIIA may cancel such purchase orders and on cancellation, AIIA may place Purchase Orders with the Matched Lowest Tenderer or to the other tenderers at the risk and cost of the defaulted supplier.
- (vi) The supplier shall complete the supply of the items required by AIIA at the consignee destination mentioned in the schedule, within minimum required period as stipulated in order from the date of the orders.
- (vii) The supplier shall supply the items at the specified destination and submit a copy of the Purchase Order, Delivery Challan and other relevant documents at the same destinations.
- (viii) After supply of items at the specified destinations, the supplier shall submit Invoice (Original), Certificate of analysis (Batch wise) and other relevant documents etc., at the Head office, AIIA for claiming payment.
- (ix) Subject to para(vii) and (viii) above, AIIA will process the invoices submitted by the supplier and the payments against supply will be made within 30 days from the date of submission of all relevant documents to the AIIA provided the items supplied has been declared of STANDARD QUALITY, by the AIIA.

## **SUPPLY/ DELIVERY CONDITIONS:**

- (i) The supplier should acknowledge the receipt of the Purchase Order within 3 days of its receipt.
- (ii) The supplies will be made in staggered quantities (if applicable) as detailed in Annexure-I
- (iii) (a) The supplier shall be supplying the ordered quantity within period of 30 days (or as mentioned in LOA/PO) from the date of award at the destinations mentioned. If the above day happened to be a holiday for AIIA, the supply should be completed by 5.00 PM on the next working day. In case of non-execution of the order either partially or fully, AIIA reserves the right to cancel the purchase order or place fresh purchase orders on alternative source at the risk and cost of the default supplier. In such cases the AIIA, has every right to recover the cost and impose penalty including blacklisting of the supplier and the product.
- (b) With the prior approval of AIIA, the supplier may continue to supply the unexecuted quantity after 30<sup>th</sup> day or after the delivery dates/schedule as mentioned in order with Liquidated Damages provisions





specified in tender document.

(c) Supplies should be made directly by the tenderer and not through any other Agency/Dealer/Distributor.

(d) The Tenderer shall not, at any time, assign, or make over the contract or the benefit thereof or any part thereof to any person or persons whatsoever.

(iv) All goods must be of fresh manufacturing and must bear the dates of manufacturing and expiry. The bidder further warrants that all goods supplied will have, at least half of the minimum shelf life must remain at the time of delivery to the consignee. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life of the offered package.

(v) The items delivered to AIIA, the supplier should ensure that the items are delivered with the minimum shelf-life as mentioned in the tender document/Purchase Order failing which the consignees/AIIA shall not accept the items. Further, the bidder's attention is invited that if they supply/deliver the items with short shelf-life as per tender/Purchase Order and even if direct consignees receive such items, the invoices shall not be processed by AIIA for payments. It is the sole responsibility of the bidder/vendor to deliver the items with minimum residual shelf- life as mentioned in the tender/Purchase Order.

(vi) If at any time the Tenderer has, in the opinion of the AIIA, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other the items may be extended by the AIIA at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event. The exceptional events do not include scarcity of raw material, increase in the cost of raw material, electricity failure, labour disputes/strikes, insolvency, and closure of the factory/ manufacturing unit on any grounds etc.

(vii) The supplier shall not be liable to pay LD/ penalty and forfeiture of security deposit for the delay in executing the contract because of the extension of supply period on the ground of force majeure events.

#### **QUALITY CONTROL:**

(i) AIIA will embark on stringent quality checks to ensure that tendered goods meet required standards throughout specified shelf life. For this purpose, AIIA reserves the right to carry necessary inspections/tests at any of, or any combination of or/all of following stages:

(ii) **At any of Inspection/testing stage**, samples which do not meet quality requirement/specifications shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods and the cost of entire batch paid will be recovered whether consumed fully/partially. Besides action may also be initiated for debarring/blacklisting against supplier for suitable period.

(iii) In the event of the samples of Drugs/goods supplied fails in quality tests or found to be not as per specification at any of testing stages (as mentioned in clause no (iii)), depending upon the type, nature and seriousness of failure, consequences resulting from such default, availability of alternate sources, the AIIA is at liberty to either:

(i) Ask the supplier to replace the entire quantity of relevant batches, in addition to imposition of penalty @ 25% of batch supply cost or

(ii) To make alternative purchase of the items of Drugs from other approved suppliers or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the

supplier.

(iii) In addition to (i) or (ii) above, action to debar/blacklist the supplier for suitable period, as decided by AIIA may also be initiated. In addition to forfeiture of Performance Security Deposit.

(iv) In addition, the FDA/Drugs Control Authority of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.

(v) The decision of the AIIA or any officer authorized by AIIA, as to the quality of the supplied drugs, medicines, vaccines etc., shall be final and binding.

(ix) In case of supply of "NOT OF STANDARD QUALITY" goods to AIIA the supplier shall make replace the rejected quantity by replacement within 1 months. If replaced batch is also found "NOT OF STANDARD QUALITY", the supplier shall be blacklisted for the product and no further supplies shall be accepted for the particular product category. In addition, the licensing authority will be informed for initiating necessary action on the supplier in their state. The security deposit will also be forfeited without any intimation. The warranty shall apply to replacement batches also. The decision of AIIA, as to the quality of the supplied goods shall be final and binding.

#### **PAYMENT PROVISIONS:**

(i) No advance payments towards costs of items will be made to the Tenderer.

(ii) The payment towards supply of items to AIIA will be made through NEFT /RTGS (Real Time Gross Settlement System)/Core Banking. The tenderer shall furnish the relevant details in original to make the payment through RTGS/Core Banking/NEFT. The payment will be in INR only.

(iii) All bills/Invoices should be raised in duplicate and the bills should be drawn **in the name of, Director, All India Institute of Ayurveda, Delhi-110076** or in any other authority as may be designated.

(iv) Payments for supply will be made only after completion of supply of items ordered in the individual Purchase Order Provided quality reports are acceptable. The AIIA shall endeavor to make payment within 30 days in respect of items requiring non-sterility test from the date of submission of invoice or from the date of receipt of material, whichever is later along with all the relevant documents of tender.

Variations in prices will be admitted on account of increase or decrease in the Statutory taxes' levies, such as customs duty, GST etc., on production of relevant government notification, but during scheduled delivery period only.

(i) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's accounts. However, the benefit of any decrease in these taxes/duties shall be passed on to the purchaser by the supplier.

(v) The supplier shall submit the following documents while claiming payments for supplies:

(a) Delivery challan along with the supplies

(b) Packing list

(c) Itemized Invoice/Bill in duplicate to AIIA Head Office.

(d) Such other documents as required by AIIA.

(e) Bidders are requested to submit their Original Invoice along with copies of Delivery challans and as per format given in the tender document Annexure duly signed & stamped with other necessary documents for smooth processing of payment

#### **LQUIDATED DAMAGES AND OTHER PENALTIES:**



**(i) DELAYS IN SUPPLIER'S PERFORMANCE:**

**a)** Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule specified by the purchaser in its LOA/purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the LOA/purchase order or in case of non-submission of Security Deposit within the stipulated time, purchaser reserves the right either to short-close/cancel this LOA/purchase order and/or recover liquidated damage charges. The cancellation/short-closing of the LOA/Purchase order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor. This purchase at the risk and cost of the defaulting vendor can be at the same L1 cost of the tender or at higher cost and can be met through other vendors available in the present tender/contract or through any vendor from the open market. Any additional cost towards this risk purchase will be entirely borne/adjusted from running bills/demanded from the defaulting vendor.

**b)** Repeated/habitual delays by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions; imposition of liquidated damages, forfeiture of its performance security, and/or termination of the contract for default and purchaser reserves the right to purchase balance-unsupplied quantity at the risk and cost of the defaulting vendor.

**c)** If the suppliers are not completed in the extended delivery period, the purchase order may be short closed without any compensation to supplier and the performance security shall be fortified.

**d)** Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

**e)** Purchaser reserves the right to debar/blacklist the supplier for a suitable period who habitually failed to supply the goods/services in time. The decision of purchaser will be final and binding. (ii) If the supply reaches the designated consignee places or AIIA Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ .5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the AIIA has suffered any damage/loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.

(iii) If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing only, the supply may be accepted subject to purchaser's decision and after levying a penalty which may be upto 5% of cost of package received with damaged packing.

(iv) Timely supply is the essence of contract/ Purchase order. The drugs/medicines/items ordered are meant for key National programs & delay in supply can have the adverse impact on patients can derail the critical National level Disease Control Programme.

For each lot/tranche, the delivery schedule (dates) are mentioned in the LOA/PO. The vendors are to make every effort to complete the delivery of each Lot/Tranche as per delivery schedule mentioned in the LOA/PO.

**DEDUCTION & OTHER PENALTIES ON ACCOUNT OF DELAYS/  
DEFAULT**

**/TERMINATION/PART CANCELLATION/SHORT CLOSURE:**

**(i)** The AIIA will be at liberty to terminate, without assigning any reasons thereof, the contract either

wholly or in part or short closed on 30 days' notice. The Tenderer will not be entitled for any compensation what so ever in respect of such termination besides forfeiture of Security Deposit and purchaser reserves the right to purchase balance-unsupplied item at the risk and cost of the defaulting vendor.

(ii) For infringement of the stipulations of the contract, for non-performance/ compliance of contractual terms or for other justifiable reasons, the contract may be terminated either wholly, or in part or short closed. By the AIIA and the Tenderer shall be liable to pay for all losses sustained by the AIIA in

consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules besides forfeiture of Security Deposit.

(iii) In the event of making Alternative Purchase, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the AIIA, in making such purchases from any other sources or from the open market or from any other Tenderer who has quoted higher rates and other losses sustained and the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

(iv) In all the above conditions, the decision of the AIIA shall be final and binding.

#### **SAVING CLAUSE:**

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person, employee of AIIA for anything that is done in good faith or intended to be done in pursuance of the tender.

#### **RESOLUTION OF DISPUTES:**

The AIIA and the supplier shall make every effort or solve, amicably by direct informal negotiation any disagreement or dispute arising between the tender or in connection with the contract.

In case of a dispute or difference arising between the AIIA and a supplier relating to any matter arising out of or connected with his agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue to arbitration shall be New Delhi.

#### **JURISDICTION:**

In the event of any dispute arising out of the tender such dispute would be subject of the jurisdiction of the Court within the city of New Delhi only.

**Tender currencies:** The Bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR) in the **Financial Bid Format** given at **Annexure-IV**. A Bidder quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of financial bid.

Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIA DELHI 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 AIIA DELHI), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

**Fall Clause:** If at any time during the execution of the contract, the

Contractor/Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any other AIIA/PSUs at a price lower than the price chargeable under the contract during the same Financial Year, he shall forthwith notify Director, AIIA DELHI. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming in to force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIA DELHI by the Bidder or AIIA DELHI will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.

**SERVICE SUPPORT AND REDRESSEAL OF COMPLAINT:** All Bidders have to provide a dedicated/Toll free No. for service support and an Escalation Matrix along with Name, Designation and Mobile number of contact person.

**BID EVALUATION CRITERIA:**

- (i) All the bidder shall be primarily evaluated on pre-qualification criterion viz having submitted all relevant documents, fulfilling statutory obligations/compliance, Experience, Turnover etc.
- (ii) Bidders fulfilling PQC conditions will be evaluated on technical parameters.
- (iii) Technically qualified bidders will be considered for financial evaluation.
- (iv) Financial evaluation will be completed item wise and the bidders who found lowest quoted rate will be considered successful and accordingly will be taken on panel for supply of that medicine(s).

**4. EXCLUSIVE RIGHT:**

The Director, AIIA DELHI, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.



List of the Medicine

Serial No.	PRODUCTNAME	DOSAGE	UNIT	APPROX REQUIREMENT QUANTITY
1.	BRAHAT VATA CHINTAMANI	60 to 125 mg/Tab	30	100
2.	CHATURMUKHA RASA	60 to 125 mg/Tab	10	50
3.	JAYAMANGALA RASA	60 to 125 mg/Tab	10	25
4.	BRAHAT KASTURI BHAIRAVA RASA	60 to 125 mg/Tab	10	25
5.	MAHALAKSHMI VILASA RASA	60 to 125 mg/Tab	30	50
6.	MAKARDHWAJA GUTIKA	125 mg/Tab	30	30
7.	RASARAJA RASA	60 to 125 mg/Tab	30	30
8.	SHWASKASA CHINTAMANI RASA	60 to 125 mg/Tab	30	50
9.	SOOTSHEKHARA SWARNAYUKTA	60 to 125 mg/Tab	30	30
10.	SUARNABHOOPATI RASA	60 to 125 mg/Tab	10	20
11.	SUARNAMAKSHIKA BHASMA		5 gms	200
12.	SUVARNA BHASMA		1 gm	30
13.	SUVARNA VASANTA MALATI	60 to 125 mg/Tab	30	30
14.	SUVARNA PARPATI		1gm	30
15.	SARVATOBHADRA VATI	60 to 125 mg/Tab	10	50
16.	VASANTKUSUMAKARA RASA	60 to 125 mg/Tab	30	50
17.	YOGENDRA RASA	60 to 125 mg/Tab	30	30
18.	HEERAK BHASMA		100 mg	100
19.	HEMAGARBHA POTTALI		1 gm	20
20.	RASA GARBHA POTTALI		1 gm	20
21.	TARAGARBHA POTTALI		1 gm	20



**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 failed 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



**CHECK LIST****Attached Pg. in bid**

Sl no.	Document name	Whether submitted (YES/NO)	Page No
1.	Checklist-Annex-IV		
2.	EMD declaration		
3.	Certificate by MSME /SSI units in support of being a MSE/SSI unit.		
4.	Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.		
5.	Annual Turnover Statement for 3 years i.e. 2021-22, 2022-23, 2023-24		
6.	Copies of Balance Sheet & Profit & Loss Account for last three years i.e. 2021-22, 2022-23, 2023-24		



7.	The Tender document signed by the tenderer in all pages with office seal		
8.	Undertaking that Firm is not blacklisted or debarred from any Govt. Agency		
9.	Supplied Quantity (PO copies) (minimum 20% of the quoted quantity)		
10.	FDA License		

**NOTE:** Bidders are requested to submit all documents with the bid as shown as checklist. NO CLARIFICATIONS may be sought from bidders and incomplete bid may be summarily rejected at sole responsibility of bidder(s). AIIA decision in this regard will be final and binding.

M/s \_\_\_\_\_

For Self and Firm/Company Ltd. Signature and Seal



**Financial Bid Document**

<b>S. No.</b>	<b>Generic Name of the Medicine (Annexure-I)</b>	<b>Generic/Branded Generic Name of Medicine (Annexure-I)</b>	<b>Name of the Bidder</b>	<b>Unit/each Tab/cap/bot/tube</b>	<b>Unit Price</b>	<b>GST (%)</b>	<b>Total Amount</b>

1. The total rates will be inclusive of GST, fees, levies, etc.
2. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
3. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

(Name of Firm/Entity)

Authorized Signatory/Statutory Auditor/  
Chartered Accountant (with Company Seal/Stamp)