



DIRECTORATE OF AYUSH HARYANA
(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDDHA AND HOMOEOPATHY)
AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA,
HARYANA, Pin: 134112, E-mail Address: dgayushhry@gmail.com,
Ph.: 0172-2570909, 2570919 (Fax)

TENDER DOCUMENT

Limited online tender is hereby invited on behalf of Governor of Haryana from the Central Public Sector Undertaking (CPSUs) or State Public Sector Undertaking (SPSUs) or Pharmacies under the State Government and Co-operatives having WHO GMP certification or AYUSH premium mark (a Voluntary Quality Control Certification prescribed by the Drug and Quality control of Ministry of AYUSH, Govt of India) and who have their own arrangement for manufacturing Unani Medicines with licenses issued under the Drugs & Cosmetics Rules, 1945. The last date of receiving tender bids is up to 08.02.2019. The tender document may be downloaded from www.etenders.nic.in or from www.ayushharyana.gov.in .

Online Tender for the purchase of Unani Medicines for
Unani institutions in the State of Haryana

Tender Reference No. **SSD/Unani/HRY/2019/6**
Last Date of Receipt of Tender: 07.02.2019

Department of AYUSH, Haryana
Sector-3, Near Youth Hostel, Panchkula, Haryana, Pin: 134112
Phone: 0172-570909, 2570919
Website: www.ayushharyana.gov.in
Bid Price – Rs 5,000/-
Bid Security – Rs 85,000/-



DIRECTORATE OF AYUSH HARYANA

(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDDHA AND HOMOEOPATHY)

AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA

HARYANA, Pin: 134112, E-mail Address: dgayushhry@gmail.com,

Ph.: 0172-2570909, 2570919 (Fax)

INDEX

S.No.	Title	Contents	Page No
1	Section-1	Notice Inviting Tender	3-4
2	Section-2	Schedule of Requirements and Technical Specification	5-7
3	Section-3	Eligibility & General Conditions	8-9
4	Section-4	Bidding Procedure	10-22
5	Section-5	Contract Document	23-26
6	Section-6	Conditions of Contract	27-38
7	Section-7	Form and Formats	39-44
8	Section-8	Checklist	45



DIRECTORATE OF AYUSH HARYANA
(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDDHA AND HOMOEOPATHY)
AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA,
HARYANA, Pin: 134112, E-mail Address: dgayushhry@gmail.com,
Ph.: 0172-2570909, 2570919 (Fax)

SECTION-1: NOTICE INVITING TENDER

Tender Ref. No.: **SSD/Unani/HRY/2019/6**

1. Department of AYUSH (Ayurveda, Yoga & Naturopathy, Unani, Siddha and Homoeopathy) Haryana invites online bids from the eligible and qualified bidders for the purchase of Unani Medicines for Unani institutions in the State of Haryana as per details given in the Schedule of Requirement.
2. Bidding will be conducted through Open Competitive Bidding following a two Bid System i.e. Technical Bid and Financial Bid as per procedure specified in the tender document.
3. Bid Fee:- 5,000/-
Bid Security:-85,000/-

The Schedule of E-Tendering Activities are as under:

S.No.	Activity	Date and Time
1	Period of sale of Bidding Document	25.01.2019 to 08.02.2019 till 5:00 pm
2	Clarification Date	25.01.2019 to 07.02.2019 till 5:00 pm
3	End of Bid Submission	08.02.2019 at 05:00 PM
4	Last date of submission of Hardcopies of documents or technical bid	08.02.2019 upto 5:00 pm
5	Opening of Technical Bid	13.02.2019 at 11:00 AM in Directorate of AYUSH Haryana, Conference Hall, AYUSH Bhawan, Sector-3, Panchkula

4. The date and time for opening of the Financial Bids shall be intimated after evaluation of the technical bid.
5. In case date of opening falls on day which is declared public holiday, the bids shall be opened on the next working day at the same time.
6. Bidders requiring further information or clarification can obtain the same by writing email to **ssd.hry-ayush@nic.in**
7. The bidders are advised to register themselves on the tender e-procurement portal **www.etenders.hry.nic.in** and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
8. Bidders can submit its tender online at **www.etenders.hry.nic.in** on or before the closing date. Bidding process is only online, bid fee and bid security should be submit in the form of demand draft(DD) in favour of

“Deputy Director, AYUSH, Haryana” along with all necessary documents, which are to be uploaded online on the portal for bidding, at Directorate of AYUSH, Near Youth Hostel, Sector-3, Panchkula on or before the date specified in NIT.

9. (a)The Tender document can be viewed at the websites ***www.etenders.hry.nic.in*** and ***www.ayusharyana.gov.in***. The Department of AYUSH will evaluate bids of bidders only who have submitted bids online and also submitted the cost of bid fee, bid security along with hard copies of documents in the Directorate of AYUSH, Haryana on or before closing date.

(b)The Bidders who have downloaded the Bid documents, shall be solely responsible for checking the above website for any addendum/amendment to the bid document issued subsequently , and take into consideration the same while preparing and submitting the Bids.

(c)All further notifications/amendments, if any, shall only be uploaded on websites mentioned at 9 (a).

10. Bids must be submitted in the manner as specified in the instructions to bidders in the tender document. Late Bid or Bids not submitted at the designated address shall be summarily rejected. Bidder’s representatives are invited to attend the bid opening.

**Director General AYUSH,
Directorate of AYUSH
Haryana**

SECTION-2: SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

List of Unani Medicines with specification:

Sr. No.	Name of Medicine	Dispensing Size	Total Demand
Arqqiyat			
1	Arq-e-Ajeeb	5 ml	6350
2	Arq-e-Ajwayin	200 ml	4270
3	Arq-e-Badiyan	200 ml	4700
4	Arq-e-Gaozaban	200 ml	4000
5	Arq-e-Kasni	200 ml	5820
6	Arq-e-Mako	200 ml	5780
7	Arq-e-Naana	200 ml	4510
Huboob			
8	Habb-e-Azaraq	30 pills	8535
9	Habb-e-Bawaseer Amya	30 pills	7000
10	Habb-e-Bukhar	30 pills	10950
11	Habb-e-Hindi Zeeqi	30 pills	12100
12	Habb-e-Jawahir	30 pills	6150
13	Habb-e-Karanjwa	30 pills	5450
14	Habb-e-Mubarak	30 pills	5760
15	Habb-e-Mudir	30 pills	6970
16	Habb-e-Mugil	30 pills	5850
17	Habb-e-Raal	30 pills	8470
18	Habb-e-Shifa	30 pills	9765
19	Habb-e-Suranjan	30 pills	13750
20	Habb-e-Surfa	30 pills	9050
21	Habb-e-Tankar	30 pills	9270
22	Habb-e-Tursh Mushtahi	30 pills	11050
Aqras			
23	Qurs-e-Ghafis	30 tabs	8850
24	Qurs-e-Kafoor	30 tabs	10060
25	Qurs-e-Mulaiyin	30 tabs	11560
26	Qurs-e-Zarishk	30 tabs	38760
Khustajat			
27	Kushta-e-Baiza-e-Murgh	10 gms	6350
28	Kushta-e-Faulad	10 gms	7070
29	Kushta-e-Gaodanti	10 gms	4600
Itrifalat			
30	Itrifal-e-Kishneezi	100 gms	7350
31	Itrifal-e-Mulayin	100 gms	6170
32	Itrifal-e-Shahtra	100 gms	7450
33	Itrifal-e-Ustukhuddoos	100 gms	7960
34	Itrifal-e-Zamani	100 gms	4970
Jawarishat			

Sr. No.	Name of Medicine	Dispensing Size	Total Demand
35	Jawarish-e-Amla Sada	100 gms	8550
36	Jawarish-e-Anarain	100 gms	7270
37	Jawarish-e-Bisbasa	100 gms	5150
38	Jawarish-e-Jalinoos	100 gms	6560
39	Jawarish-e-Kamooni	100 gms	7150
40	Jawarish-e-Mastagi	100 gms	5470
41	Jawarish-e-Pudina	100 gms	6050
42	Jawarish-e-Shahi	100 gms	6450
43	Jawarish-e-Zarooni Sada	100 gms	5870
	Khamirajat		
44	Khamira Abresham Sada	60 gms	5900
45	Khamira Banafsha	60 gms	6400
46	Khamira Gaozaban Sada	60 gms	5900
47	Khamira Sandal Sada	60 gms	4900
	Laooqat and Luboob		
48	Laooq-e-Katan	100 gms	6000
49	Laooq-e-Khiyarshambar	100 gms	7300
50	Laooq-e-Sapistan	100 gms	9820
	Marham(Qairooti & Zimad)		
51	Marham Gulabi	50 gms	7650
52	Marham-e-Kafoori	50 gms	11200
53	Marham-e-Quba	50 gms	9650
	Majoonat		
54	Majoon-e-Arad Khurma	100 gms	7770
55	Majoon-e-Azaraqi	100 gms	7050
56	Majoon-e-Chobchini	100 gms	5950
57	Majoon-e-Dabeed-ul-ward	100 gms	7750
58	Majoon-e-Flasifa	100 gms	6950
59	Majoon-e-Hajr-ul-Yahood	100 gms	6250
60	Majoon-e-IspandSokhtani	100 gms	5950
61	Majoon-e-Jograj Guggal	100 gms	5570
62	Majoon-e-Kundur	100 gms	4950
63	Majoon-e-Masik-ul-Baul	100 gms	5750
64	Majoon-e-Najah	100 gms	4560
65	Majoon-e-Nankhwah	100 gms	6650
66	Majoon-e-Piyaz	100 gms	6370
67	Majoon-e-Rahul Momeneen	100 gms	5350
68	Majoon-e-Saalab	100 gms	5750
69	Majoon-e-Supari Pak	100 gms	9020
70	Majoon-e-Suranjan	100 gms	8850
71	Majoon-e-Ushba	100 gms	8050
72	Majoon-e-Zabeeb	100 gms	5350

Sr. No.	Name of Medicine	Dispensing Size	Total Demand
	Raughaniyat		
73	Raughan-e-Aamla	50 ml	7070
74	Raughan-e-Babuna Sada	50 ml	7500
75	Raughan-e-Laboob Saba	50 ml	6570
76	Raughan-e-Surkh	50 ml	16470
77	Raughan-e-Turb	5 ml	6400
	Sufoof		
78	Safoof-e-Chutki	50 gms	4770
	Sharbat		
79	Sharbat-e-Buzoori Motadil	200 ml	7160
80	Sharbat-e-Deenar	200 ml	5150
81	Sharbat-e-Faulad	200 ml	8280
82	Sharbat-e-Khaksi	200 ml	8020
83	Sharbat-e-Sadar	200 ml	11950
84	Sharbat-e-Unnab	200 ml	5950
	Miscellaneous		
85	Malerian	50 ml	4580
86	Qutor-e-Ramad Qawi	5 ml	4650
87	Sunoon-e-Mukhrij-e-Rutubat	50 ml	4250
88	Sikanjabeen Buzoori Motadil	200 ml	6380
89	Tiryaaq-e-Nazla	100 gms	8340
90	Zuroor-e-Qula	10 gms	4800

The quantities mentioned above are only indicative, AYUSH department may or may not place orders for the amount indicative above or may place higher order.

End of section-2

SECTION-3: ELIGIBILITY CONDITIONS AND GENERAL CONDITIONS OF FIRMS TO QUOTE IN TENDER PROCESS

3.1 ELIGIBILITY CONDITIONS

- a) Only Central Public Sector Undertakings (CPSU) or State Public Sector Undertakings (SPSU), Pharmacies under state Govt. and Co-operatives having WHO GMP certification or AYUSH premium mark (a Voluntary Quality Control Certification prescribed by the Drug and Quality control of Ministry of AYUSH, Govt. of India) and who have their own arrangements for manufacturing Unani medicines. The procurement of medicines is not permitted from the loan licensee manufacturer.
- b) Supplier Firm will have to submit audited financial statements for last three years in support of annual turnover. Turnover should be in respect of firms submitting the tender. Group turnover will not be considered for determining the eligibility.
- c) A self- attested copy of the sales tax clearance certificate should accompany the tender.
- d) A certificate from the State Drug Controller concerned that the firm has been manufacturing and marketing the product/ products for which the firm has quoted the price, for the last three years at the time of submission of offer.
- e) Supplier firms should submit a non-conviction certificate issued by the State Drugs Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and Drugs and Cosmetics Rules, 1945 during the preceding three years or any of the drugs for which it has quoted price. (Applicable for items covered under drug manufacturing license).
- f) There should be no case pending in the court w.r.t. the drugs for which the firm is submitting tender and the drug should not have been declared, sub standard/ spurious /adulterated/ miss branded by any Govt. during the previous three years. The firm has to submit an undertaking in this regard.

3.2 GENERAL CONDITIONS:-

- a) The firm will have to submit the samples along with tenders for items specifically mentioned in the specification for that item. If firms fail to submit the samples, the offer will be rejected.
- b) The department 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 locality where no stocks are held or otherwise.
- c) Undertaking by the firm that it would own responsibility of any damage arising because of delay in supply, non- supply or supply of poor quality of drugs.

- d) In all supplies, which are labelled with **HARYANA GOVERNMENT SUPPLY, NOT FOR SALE** mark including rejected stores, it would be a condition that such supplies will not be sold to the general public.
- e) Firms will indicate the assessed manufacturing/ productions capacity for each items quoted by him. They will be liable for cancellation of the contract for any misleading information found at any time during the currency of the contract.
- f) The firm will have to supply the list of names of procurement agencies to whom drugs have been supplied during the last one year.
- g) The firm will submit an affidavit that the firm has not been convicted/ black listed/debarred for the last three years in respect of drug and non drugs items.
- h) The consignee will, as soon as possible but not later than 10 days of the date of arrival of stores at destination, notify the firm/ department, of any loss damage to the stores that may have occurred during the transit.
- i) Validity of the rate contract is one year from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties.

End of section-3

SECTION-4: INSTRUCTIONS TO BIDDERS

4.1. INTRODUCTION

Ayurveda, Yoga & Naturopathy, Unani, Siddha and Homoeopathy have been providing Health Care Services to a large section of the population, particularly in the rural. These systems of medicine are popular in the country. People not only in India but also in other parts of world are increasingly favoring treatment through these systems due to lesser side effects in comparison to the modern medicines. After the formation of Haryana State various steps have been taken by the State Govt. for the propagation and development of these systems of medicine in the Haryana State to provide medical relief and education through these systems of medicine.

This tender is an e-tender and only on-line bid submission is possible. The e-tender portal is designed by National Informatics Centre (NIC), Govt of India. The two bid system, which is followed, has been designed to eliminate those bidders which do not match the technical specifications or not having the proven technology and to eliminate firms that do not have the financial or technical capability to supply.

4.2 Eligible Bidders

Only Indian Manufacturers are eligible to participate in the tender, if they fulfill conditions laid out in Section-3.

4.3 Cost of Bidding

- a) **Bid fee:** The bid fee amounting to Rs 5000/- shall be deposited in the form of DD/ Banker-cheque in favour of **Deputy Director, AYUSH, Haryana** payable at Panchkula. The bid fees shall be deposited in the AYUSH department before the last date and time of bid submission. The bidder shall submit the scanned copy of DD/Banker's cheque along with the technical bid online.
- b) The Bidder shall bear all costs associated with the preparation and submission of its bid and AYUSH will not be liable for the cost incurred, regardless of the outcome of the bidding process.

4.4 THE BIDDING PROCEDURE

4.4.1 Bidding Procedure:

Pre-Contract :The online bidding process comprises of downloading the tender document, pre-bid meeting if applicable, bid submission comprising

only online submission of technical and financial bid, opening of technical bid and short-listing of technically responsive bids , opening of financial bids, Notification of Award and signing of contract.

Post- Contract: Ordering, quality testing, payment & contract management as per terms & conditions of Rate Contract.

4.5 BID CONFIDENTIALITY AND CLARIFICATION OF BIDDING DOCUMENTS:

4.5.1 Bid confidentiality:

It is expected from all the bidders that they will ensure that the document to be used in the bid set will be given to reliable person, and that a fully reliable person shall be authorized for digital signatures so that the confidentiality of the bids/ rates is maintained up to bid opening & that no documents are put to any misuse.

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing at the Purchaser's email indicated in the NIT. The Purchaser will respond in writing to any request for clarification of the Bidding Documents which it receives between date of publication and 7 days prior to the deadline for submission of bid. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders through email at the address quoted by them or put on website.

4.6 PRE-BID AMENDMENTS OF BIDDING DOCUMENT

Pre-Bid Meeting:

If required pre bid meeting may be held on given schedule at Conference Hall, AYUSH Department, Sector-3, Panchkula, Haryana.

4.7 Amendment of Bidding Documents

- a) At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.
- b) All prospective bidders will be informed of the amendments by publishing on the website/s mentioned in the NIT.
- c) In order to allow prospective bidders reasonable time to make amendments in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

4.8 PREPARATION OF BIDS

Language of Bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

4.9 DOCUMENTS COMPRISING THE BID

The bid document can be downloaded from www.etenders.hry.nic.in or www.ayushharyana.gov.in .

Contents of Bidding Documents include:

- Section-1- Notice Inviting Tender (NIT);
- Section-2- Schedule of Requirements & Technical Specification ;
- Section-3 - Eligibility criteria
- Section-4- Instructions to the bidders
- Section-5 - Contract Form
- Section-6- Conditions of Contract
- Section-7- Forms and Formats
- Section-8-Checklist

The detailed technical specifications and terms and conditions governing the supply, quality testing, and payment are contained in the Tender Document. The online documents shall be submitted through the e-tender portal **www.etenders.hry.nic.in**. Bidders have to enroll themselves in the e-tender portal and digital signature certificate is required. Bidders should have a Class II or above Digital Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Once the DSC is obtained, bidders have to register on **www.etenders.hry.nic.in** website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost. Bidders may contact e-Procurement support desk of AYUSH through email: **ssd.hry-ayush@nic.in** for assistance in this regard. The Technical Bid should be uploaded as scanned documents into the NIC portal and hard copies should also be submitted separately in AYUSH Department. Bidders have to download blank price bid in Excel sheet and to

be uploaded after filling the price of medicines. While preparing the Bid, the Bidder should ensure that:

(a) Each page of the documents should be signed and sealed by the bidder. The Photocopies should be self-attested and stamped by the bidder on each page.

(b) Documentary evidence establishing in accordance with Clause 4.12 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) Documentary evidence establishing in accordance with Clause 4.13 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and

(d) Bid Security furnished in accordance with Clause 4.14.

4.10 BID OFFER

a) All the quotes shall be in Indian Rupees only.

b) Financial Bid has to be submitted online only. No financial bid should be submitted manually otherwise bid shall be liable to rejection.

c) There should not be any alteration or condition in the tender. If the same is found then tender is liable to be cancelled.

4.11 BID PRICE

a) Bid Prices would comprise of the following:

Basic Price: The price of the medicines quoted shall be inclusive of ex-factory prices. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.

- GST: Applicable GST shall be quoted in this column in numeric values and in Rupees (if the field is left blank, value will be taken as zero).
- The packing, forwarding freight and insurance charges applicable shall be quoted separately in numeric values and in words in Rupees (If the field is left blank, value will be taken as zero).
- The total amount will be calculated automatically and will be taken for evaluation and bid ranking. These amounts should be quoted on FOR basis anywhere in Haryana.

b) The details of the required Medicines along with quantities are shown in schedule of requirements. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering

Authority and/or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

c) The rates quoted and accepted will be binding on the bidder for full contract period as per the validity of contract from the date of signing of agreement and any request for increase in price will not be entertained till the completion of this tender period. Accordingly this clause will be applicable for all orders placed during the contract period.

d) No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as **“SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED”** etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as conditional/ incomplete and accordingly the same will be rejected.

4.12 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS

Pursuant to Clause 4.9, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

4.12.1 Documents:

- a) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Director General / Partners / Proprietor. The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.
- b) The bidder should furnish attested photocopy of Manufacturing License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license.

- c) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the bidder should sign the tender documents. Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.
- d) The WHO GMP inspection certificate and product wise Certificate of Pharmaceutical Products (COPP). As per clause no 4(point 1).
- e) List of Items Quoted.
- f) Bidders who have been convicted/blacklisted/ debarred by Tender Inviting Authority or any State Government or Central Government department/Organization for the product quoted should not participate in the tender during the period of conviction/blacklisting/ debarring.
- g) Bidders have to supply an Affidavit that they have not supplied medicines of “Not of Standard Quality” to any State Govt/GOI in last three years.
- h) Copy of approved Source/ Rate contract with any Government Organization in Country.
- i) A checklist indicating the documents submitted with the bid document and their respective page number shall be enclosed with the bid document. The documents should be serially arranged and should be securely tied and bound. All pages of bid document should be numbered.
- j) Undertaking by the firm that they will own responsibility of any damage arising because of delay in supply, non-supply or supply of poor quality items.
- k) An undertaking by the firm that they agree to terms and conditions of the DNIT.
- l) A copy of label of medicines manufactured by bidder.

All documents enclosed with the bid document should also be signed by the bidder. For online bidding scan copy of needful documents in proper resolution should be uploaded online.

4.13 SUBMISSION OF SAMPLES

- a) Samples must be sent of the quoted items wherever demanded during Technical evaluation shall be supplied free of cost on demand

by AYUSH department. No sample will be accepted after prescribed period. In the event of non submission of samples within prescribed period on demand, the bid shall not be considered.

- b) Samples of consumables of the unsuccessful bidder should be collected back from the place of its storage within the stipulated period as indicated by purchaser. The AYUSH would retain the sample of approved item for one month beyond expiry of contract. The AYUSH will not make any arrangement for return of samples even if the bidders agree to pay the cost of transportation. The uncollected samples shall stand forfeited to the department after the stipulated period allowed for collection and no claim for the cost etc. shall be entertained.
- c) Samples should be strictly according to the specifications item quoted in the bid form failing which the bid will not be considered. Sample must be submitted duly sealed and securely fastened to the sample with particulars as mentioned below:-
 - i. Name and full address of the firm,
 - ii. Name of the item,
 - iii. Name of section,
 - iv. Name of manufacturer,
 - v. Brand,
- d) No change of sample or its marking on sample will be allowed after the submission of sample.

4.14 BID SECURITY

a) Pursuant to Clause 4.9, the Bidder shall furnish, as part of its bid, bid security for the amount Rs. 85,000/-. No exemption from payment of bid security is permitted except for the firms which are entitled as per Govt. of Haryana guidelines.

b) The bid security is required to protect the Purchaser against risk of Bidders conduct which would warrant the security's forfeiture.

c) The bid security shall be in Indian Rupees and shall be in one of the following forms:

A demand draft/ Bankers Cheque obtained from any scheduled bank in favor of **Deputy Director, AYUSH, Haryana** payable at Panchkula EMD/Bid security shall be deposited in the o/o AYUSH DEPARTMENT before the last date and time of bid submission. The bidder shall submit the scanned copy of DD/Banker's cheque along with the technical bid online.

d) Any bid not secured in accordance with Clauses 4.13 (a) and (c) above will be rejected by the Purchaser as non-responsive

e) Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 45 days after the expiration of the period of bid validity prescribed by the Purchaser. Bid security shall not carry any interest and shall be refunded without any interest.

f) The successful bidder's bid security will be discharged after the expiry of contract period.

g) The bid security may be forfeited:

(i) if bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form; or

(ii) in case of a successful bidder, if the bidder fails:

- to sign the contract in accordance with schedule specified in the Contract
- to furnish performance security

4.15 PERIOD OF VALIDITY OF BIDS

a) Bids shall remain valid for one year from the date of contract. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

b) In exceptional circumstances, the Purchaser may solicit the bidders consent for an extension of the period of bid validity. The request and the responses thereto shall be made in writing by e-mail. The bid security provided shall be suitably extended as mutually agreed. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request for extension is not permitted to modify its bid.

4.16 SIGNING OF BID

The bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamend printed literature, shall be initialed by the person or persons signing the bid.

4.17 SUBMISSION OF BIDS

Sealing and Marking of Bids

Only online bids are accepted. The demand drafts and other required documents as per clause 4.9 to be submitted separately.

4.18 DEADLINE FOR SUBMISSION OF BIDS

The AYUSH department may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights

and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

4.19 LATE BIDS

Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, will be rejected and/or returned unopened to the Bidder.

4.20 MODIFICATION AND WITHDRAWAL OF BIDS

- a) The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- b) The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched. A withdrawal notice may also be sent by email but followed by a signed confirmation copy, to reach AYUSH department not later than the deadline for submission of bids.
- c) No bid may be modified or allowed to be withdrawn subsequent to the deadline for submission of bids and withdrawal of the bid subsequent to deadline of submission of bids shall result in the bidders forfeiture of its bid security.

4.21 BID OPENING AND EVALUATION

4.21.1 Opening of Bids by Purchaser

- a) The Purchaser will open only the Technical bids of all bidders, in the presence of bidder's representatives who chose to attend, at 11:00 am on 13.02.2019 at the location specified in the NIT or changed location as notified.

The bidder's representatives who are present shall sign a register evidencing their attendance. In the event, the specified date of bid opening is declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

- b) The bidders names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the opening. No bid shall be rejected at bid opening, except the late bids, which shall be returned unopened to the bidder or the bids without security.
- c) The Purchaser will prepare minutes of the bid opening.

d) The “Financial Bid” will be opened after evaluation of “Technical bids” and the date and time of opening of financial bid will be intimated to bidders whose bids are responsive and who are selected by the Purchaser. Opening of Financial bid will be intimated only online.

4.22 CLARIFICATION OF BIDS

During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for clarification of the bid. The request for clarification and the response shall be in writing and shall be submitted then and there by authorized person.

4.23 BID EVALUATION

Bids will be evaluated by **Bid Evaluation Committee** constituted by the purchaser. The decisions of the Bid Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be published. The Bid Evaluation would comprise of the following steps:

- a) Eligibility Evaluation
- b) Technical Evaluation
- c) Financial Evaluation

a) Eligibility Evaluation: The Bid will be evaluated for Eligibility Criteria set out in Section 3 of this DNIT.

b) Technical Evaluation: For evaluation The Bid evaluation committee would scrutinize documents submitted by the Bidder, seek clarifications wherever required, undertake demonstration, conduct test from labs, examine or get examined the sample provided by the bidder and technically evaluate the item on the specifications in the DNIT. The AYUSH department reserves the right to carry out inspection of bidder’s premises for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer.

The bidder will be informed of the deficiencies in the bids if any and will be given time by the purchaser to clarify the deficiencies.

Testing:

The Purchaser reserves the right to test any of the samples of the quoted item to ensure conformity with specifications and quality. Cost of testing will borne by before or after supply order issue to firm the Bidder.

A bid which is non-responsive will be rejected by the Purchaser and the financial bid of such bidders shall not be considered for opening.

c) Financial Evaluation

- Financial bids submitted online will be opened of all the technically qualified bidders. The total of all costs will be taken for evaluation and bid ranking.
- Regarding negotiations of rate, policy issued by State Govt. vide G.O. No. 2/ 2/2010-4-IB-II dated 16.06.2014 will be applicable.

4.24 CONTACTING THE PURCHASER

- a) The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Inviting Authority or Tender Scrutiny Committee or Tender accepting authority, after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear any extraneous pressures on any Authority bidder shall be sufficient reason to disqualify the bidder.
- b) Notwithstanding anything contained in clause 4.20, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids, and the bidder will reply back within seven calendar days with the documentary proof.

4.25 AWARD OF CONTRACT

4.25.1 Post Qualification

- a) In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid, meets the criteria specified in Clause 4.11 and is qualified to perform the contract satisfactorily.
- b) The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to Clause 4.12, visit to Bidder's premises as well as such other information as the Purchaser deems necessary and appropriate.
- c) An affirmative determination will be a pre-requisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of those bidders capabilities to perform satisfactorily.

4.26 AWARD CRITERIA

Subject to Clause 4.22, the Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

4.27 PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD

a) The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

b) Purchaser reserves the right to accept any bid and to reject any or all bids or cancel the bid.

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

4.28 NOTIFICATION OF AWARD AND LETTER OF OFFER

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by email or fax. This would be treated as a Letter of Offer. At the same time, the Purchaser will send the bidder the contract form provided in the bidding documents for signature.

4.29 ACCEPTANCE OF AWARD

Soon after the notification of award the successful Bidder shall submit the letter of acceptance / confirmation to the AYUSH department for the execution of contract along with Performance Security. The bidder will submit the performance security and signed contract form within 7 days. AYUSH department reserves the right to extend this period by another seven days. After 7 days or the extended period the notice of award shall be withdrawn and Bid Security shall stand forfeited.

4.30 PERFORMANCE SECURITY

Within 7 days of the receipt of notification of award from the Purchaser or extended period as mentioned in para 4.28, the successful bidder shall furnish the performance security in prescribed/specified form in accordance with the conditions of contract.

4.31. SIGNING OF CONTRACT

a) Within 7 days of receipt of notification of award or extended period mentioned in para 4.28 the successful bidder shall sign the contract agreement.

b) Failure of the successful bidder to comply with the requirement of Clause 4.28 or Clause 4.29 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

End of section-4

SECTION-5: CONTRACT DOCUMENT
CONTRACT FORM for BI PARTITE AGREEMENT
(If Bidder is Manufacturer)

THIS CONTRACT is made on this _____ day of _____, 20____ between _____ (*Name and address of purchaser*) (**hereinafter "the Purchaser"**)/acting through _____ having office at _____ of the one part and _____ (*Name and address of Supplier*) acting through _____ who have been duly authorized vide authority letter/ power of attorney dated _____ to sign this contract on behalf of the supplier (**hereinafter called "the Supplier"**) of the other part:

WHEREAS the Purchaser is desirous that to the purchaser certain Goods and ancillary services viz;. Supply of Unani Medicines and consumables in the tender reference No. _____, dated _____. (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of Unani Medicines for the sum of _____ (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price") vide letter of award dated _____ along with the detail breakup of cost.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in DNIT, and they shall be deemed to form and be read and construed as part of this contract.
2. The following documents shall be deemed to form and be read and construed as part of this Contract viz.:
 - a. The Notice Inviting Tender
 - b. The Terms and Conditions of the Contract
 - c. The Schedule of Requirement
 - d. The Technical Specification
 - e. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract or any other terms and conditions which are mutually agreed in writing by both the parties.
 - f. The supplier's bid including enclosures, annexures, etc.
 - g. The Letter of Acceptance issued by the purchaser.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services as agreed

upon and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:-

Sl. No	Brief Description of Unani Medicines to be supplied	Tender Qty in No.	Unit Price	GST in %	Total value inclusive of GST

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered

in the presence of

..... Signature

Name

Address

Signed, Sealed and Delivered by the
Delivered by the

Signed, Sealed and

Said..... (For the Purchaser)
(Manufacturer)

Said.....

in the presence of

..... Signature

Name Address Witness 1.

CONTRACT FORM for TRI PARTITE AGREEMENT

(If Bidder is not Manufacturer)

THIS CONTRACT is made on this _____ day of _____, 20____ between _____ (*Name and address of purchaser*) (**hereinafter "the Purchaser"**)/acting through _____ having office at _____ of the one part and _____ (*Name and address of Supplier*) acting through _____ who have been duly authorized vide authority letter/ power of attorney dated _____ to sign this contract on behalf of the supplier (**hereinafter called "the Supplier"**) of the Second Part : _____ AND _____ (*Description legal entity*) having his/its office/ Registered office at _____ of (**hereinafter called "the Manufacturer"**) Third Part.

WHEREAS the Purchaser is desirous that to the purchaser certain Goods and ancillary services viz;. Supply of Unani Medicines and consumables in the tender reference No. _____, dated _____. (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those Unani Medicines for the sum of _____ (*Contract Price in Words and Figures*) (hereinafter called "the Contract Price") vide letter of award dated ----- along with the detail breakup of cost (including Basic Cost and AMC/CMC) as per Annexure.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to in DNIT, and they shall be deemed to form and be read and construed as part of this contract.
2. The following documents shall be deemed to form and be read and construed as part of this Contract viz.:
 - a. The Notice Inviting Tender
 - b. The Terms and Conditions of the Contract
 - c. The Schedule of Requirement
 - d. The Technical Specification
 - e. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract or any other terms and conditions which are mutually agreed in writing by both the parties.
 - f. The supplier's bid including enclosures, annexures, etc.
 - g. The Letter of Acceptance issued by the purchaser.

SECTION-6: CONDITIONS OF CONTRACT

6.1 **APPLICATION:** The Conditions of Contract shall be deemed to form and be read and construed as part of the agreement at of Section VI.

6.2 **DEFINITIONS:** In this contract the following terms shall be interpreted as indicated:

- a) "The Contract" means this agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including NIT all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) "Goods": hereinafter are deemed to include Unani Medicines as per technical specification;
- d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- e) "CC" means the Conditions of Contact contained in this section.
- f) "The Purchaser" means the Organization purchasing the Goods, i.e AYUSH Department
- g) "The Supplier" means the individual or firm who is eligible under NIT for supplying the Goods under this Contract;
- h) Consignee site is the place(s) mentioned in the Schedule of Requirements and Purchase order issued from time to time.
- i) Rate Contract: Rate Contract is a contract for the supply of stores at specified rates during the period covered by the contract.
- j) "Delivery period" means the period applicable up to completion of testing and supply of the medicines by the supplier at the Consignee site mentioned by purchaser.

6.3 **TECHNICAL SPECIFICATIONS:** The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in “Technical Specification” Sections II of this document.

6.4 **PATENT RIGHTS:** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

6.5 **PERFORMANCE SECURITY :**
It would be read with Para 4.30 of Section IV

- a) Within 7 days from the date of issue of Notification of Award, the supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid upto 2 years after the date of completion of performance obligations including the warranty obligations. The contract value means the total value of the items as specified in Schedule for which the purchaser may place order during the contract period.
- b) The Performance Security shall be denominated in India Rupees and shall be in the form of a Bank guarantee issued by a nationalized/scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the Purchaser.
- c) The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the loss suffered is more than the performance security then shall be adjusted against payments due & if it cannot be adjusted then it shall be recovered as per law. If at any stage the performance security gets adjusted then the supplier shall have to give fresh Performance Security to continue with this contract within seven days or the contract shall stand cancelled and purchases shall be made at the risk and cost of supplier for the remaining contract period.

- d) The performance security will be discharged by the Purchaser and returned to the Supplier not later than 180 days following the date of completion of the Supplier's performance obligations. The AYUSH department shall not pay any interest on Performance security.

In the event of any contract amendment, the supplier shall, within 15 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further extended period.

- e) The firms which are registered as Small Scale Industry unit of Haryana, shall be required to submit the Performance Bank Guarantee (PBG), as per Haryana Govt Rules.

6.6 PACKAGING AND LABELING:

- a) The firm shall supply the stores with proper packing and labelling if the drugs as per the procurement of Drugs and Cosmetics Rules, 1945 for transit, and should reach at the destination free from any loss or damage. The stores supplied by the firm should strictly conform to the labelling provisions laid down under the Drug & Cosmetics Rules, 1945.
- b) All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, strips, containers etc., should be emboldened/ imprinted/stamped with CAPITAL AND BOLD LETTER, **HARYANA GOVT. SUPPLY, NOT FOR SALE'**. MRP should not be printed. Such packing shall clearly indicate the description, quantity, name and address, contact no. for identification.
- c) Loose supplies/ damaged packing/ tempered or damaged labelled supplies shall not be accepted under any circumstances and will be recovered from the firm.
- d) Supplies to be made in proper boxes/ Cartons.
- e) Liquid orals/oils to be supplied only in glass bottles/plastic bottles conforming to IHP/ Drugs & Cosmetics Act.
- f) All containers i.e. bottles/ tins, cartons, tubes etc. are required to be secured with pilfer- proof seals to ensure genuineness of the products packed and the correctness of the contents.
- g) The tablets/ capsules should be packed in 10 tabs or capsules per strip and 10 strips in a box except otherwise mentioned.

6.7 SUPPLY PERIOD:

- a) Supply is to be made directly by the firm.
- b) Maximum delivery period will be four weeks after issue of supply order.

- c) If the firm fails to execute the supply order within the stipulated period, a penalty of 2% per week or a part of the week will be levied the maximum penalty of supply shall not exceed 8% of the total value of the order. The cutoff date of delivery period shall be counted from date of actual dispatch of supply order to date of receipt of supply at F.O.R destination. If the articles are not supplied by the schedule date as indicated above or later till four weeks after the schedule date, the supply order will be cancelled at the risk and expense of the supplier. The extra expenditure involved in procuring supply from elsewhere will be recoverable from the supplier in full. Apart from risk purchase action, the firm shall invite other penal actions like debarring and black listing for present and future period not less than 2 years.
- d) The firm is normally required to deliver full supplies within the stipulated period including permissible delay period. However, in exceptional circumstances and that too with the approval of DG AYUSH, supply may be accepted to an extent of minimum 50% of ordered quantity of each item. The remaining supply will have to be given within the delay period along with penalty @ 2% per week for the remaining supply. However, the payment will be released after the receipt of 100% supply.
- e) Inability to supply must be conveyed within 7 days of the receipt of the supply order, otherwise it will be presumed that supply order has been accepted.
- f) The medicine should reach at F.O.R. destination within 1/6th of its total shelf life (i.e. at least 5/6 of shelf life must be remaining on the date of delivery). Batch number, date of manufacture and date of expiry should also be mentioned on the body of the bill.
- g) 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 Institution in India.

6.8. LABELLING, MARKING AND PACKAGING:

Labeling, marking and packaging conditions should be as per specifications.

6.9. QUALITY TESTING:

Every batch of medicines would undergo testing before it is distributed. On receipt of supply, the Ware House Manager would place the supply in a separate room and mark it "Un- Tested" till it is tested in a Govt. approved empanelled laboratory. Random sampling of drugs will undergo testing at a Govt. approved analytical laboratory. If any supply fails to meet the standard quality on test analysis or on inspection by the

Competent Authority, the Supplier firm shall be liable to replace the entire consignment against the particular invoice.

The supply would remain in a separate room till it is passed by the Govt. approved analytical laboratory. Once it is passed, the stock would be entered into stock register/ computer and shifted to main store area for further distribution. In case the quality test fails, the stock would be labelled as “Frozen Stock” and kept along with testing report from supplier till the supplier picks it back. In case, the supplier doesn't pick it up, then the Warehouse Manager will dispose it off as per standard procedure.

However, the department may with the prior approval of Government exempt the testing for the drugs procured from the Government sources mentioned in letter No. F. Diary No. 8300/Director (SKC)/AYUSH/2008 dated 27th November, 2008 of Ministry of AYUSH, Govt. of India.

6.10 INSPECTION AND SAMPLING AT THE CONSIGNEE'S ADDRESS:

- a) The supplier should be accompanied with in-house or Govt. Approved lab test report. After the receipt of the consignment, the department will draw a sample out of reached consignment and will send it for testing at one of the Govt. /Govt. approved testing laboratories. The cost of testing of samples will be borne by the supplier. If the sample/samples is/are found not of standard quality, consignment shall be rejected. Where there are visible and obvious defect in the consignment, it shall be rejected. Manufacturer will provide working standards for testing of drugs with traceability certificate of the item supplied, if required.
- b) Random sampling/test of drugs may be undertaken by Govt./Govt. approved laboratories at any time during the shelf life or whenever any defect noticed.
- c) All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection.
- d) The department reserves the right for inspection of the pharmaceuticals firms participating in the tenders, by officers appointed by the Director General AYUSH. They can carry out inspection for accessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer the decision of the Director General AYUSH shall be final in this regard. It is also open to the department to send persons as may be designated by him to inspect stores and draw samples from their before dispatch of the consignment.
- e) The test report from the approved laboratory will be final and no representation would ordinarily be entertained. In exceptional cases, where the report of the duly approved laboratory is not acceptable to the firm and the firm represents giving sufficient reasons why a second test is warranted, a retesting may be undertaken.

- f) Sample of that batch would be taken for testing in Govt. approved laboratory different from the previous one. The report received would be taken as final & action will be taken accordingly. No more representation would be entertained in this regard afterwards. Cost of retesting would be borne by the firm challenging the initial test results.
- g) The samples will be sent after coding, to different laboratories for testing as decided by the department. If the drugs as per report is found not of standard quality in the first test, the supplier will be required to replace the entire quantity of that batch declared NSQ (not of standard quality) or the cost of it, in shape of bank draft in favour of AYUSH department and take back the available stock (unused) in different AYUSH institutions of the state at his own cost.
- h) The firm will replace the full stock of the NSQ batch if it is informed in writing (date of issue of letter for replacement) within 30 days of receipt of their drugs/medical consumables that the drug/medical consumables has been declared NSQ, with good quality drugs/medical consumables and take back the available NSQ stocks at their own cost. The department has the right to destroy such substandard goods, if the supplier does not take back the balance goods available at Government AYUSH Institutions of the State.

6.11 PAYMENT:

- a) Payment for the supply will be made within 4 weeks after receipt and acceptance of the supply in good conditions.
- b) No advance payments towards cost of drugs and medical consumables etc. will be made to the supplier.
- c) All payments will be made preferable by E-Banking or the A/C payee cheques/RTGS/Bank drafts through registered post/courier/speed post of supplier.

6.12 PENALTIES:

- a) Non-performance of contract provisions, part supply and non supply of purchase orders will disqualify a firm to participate in the tender for a period of 2 years and his security deposit will be forfeited.
- b) If any store/stores supplied against the rate contract are found to be not of standard quality on test analysis from approved laboratory and/ or on inspection by competent authority, the firm will be liable to replace the entire quantity or make full payment of entire batch irrespective of fact that part or whole of the supplied stores may have been consumed.
- c) 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 3 years in respect of the one or more or all the item in the rate contract.

- d) If at any time the product is found to be not of standard quality, the suppliers will however, make full payment of entire batch irrespective of the fact that part of the supplied stores may have been consumed. Where a drug supplied by a firm is found to be of **“Not of standard quality”** the firm will be debarred from supplying that drug for a period of 3 years. No further orders will be placed to the firm for that particular drug and rate contract for that particular drug will be cancelled.
- e) If more than one item for the firm are declared as **“Not of standard quality/spurious”** by a Government approved laboratory, then the firm will be debarred to participate in tender for one or more or all the products for a period of 3 years.
- f) If Category A and Category B defect is found, then firm will be debarred for 3 (three) years for one or more or all the products in the rate contract. The classification of defect into – Category-A, Category-B and Category-C defects will be as per the guidelines issued by the Drug Controller General of India from time to time.

6.13 PRICE FALL CLAUSE:

If at any time during the execution of the contract the controlled price becomes lower or the contract reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. An undertaking to this effect must be submitted along with tender.

6.14 TERMINATION OF CONTRACT:

6.14.1 Termination for Default

- a) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part if
 - a. The Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within extended period granted by the Purchaser or

- b. If the Supplier fails to perform any other obligation(s) under the Contract; or
 - c. If the supplier, in the judgment of the Purchaser, has engaged in fraud and corruption, as, in competing for or in executing the contract.
- b) In the event, the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

6.14.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent

6.14.3 Termination for Convenience

The Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

6.15. Force Majeure

- a) The Supplier shall not be liable for forfeiture of its performance security, liquidation damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable.

Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c) The bidder shall be entitled to the benefit of this clause only if it informs in writing of the circumstances amounting to Force Majeure to AYUSH Department for each consignment/dispatch separately within 72 hours of the happening thereof by fax/e-mail immediately, followed by a confirmatory letter sent by Registered Post. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

6.15 RESOLUTION OF DISPUTES

- a) The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- b) If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator, the Additional Chief Secretary /Principal Secretary (Health) to the Government of Haryana, whose decision shall be final and binding on both the parties in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be at Panchkula.

6.17. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All Correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.18. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and Govt of State.

6.19. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fee, octroi, road permits etc. incurred until delivery of the contracted Goods to the purchaser.

6.20. Non-performance of contract provisions:

Non-performance of contract provisions, will disqualify a firm to participate in the tender for a period of 3 (three) years and its security deposit will be forfeited and no further purchase order will be given to that firm.

6.21 Indemnity:

The Director General AYUSH department, all employees of AYUSH department shall remain at all times fully indemnified and the supplier shall keep every concerned Department duly indemnified against any chemical analysis or statutory inspections/check during the life of the Equipment of the items supplied. It is made clear that no suit, prosecutions or any legal proceedings shall lie against the Director General AYUSH department or any other officer/official of the State Govt. / Corporation for anything that is done in good faith or intended to be done in pursuance of the tender.

6.22. Area of Jurisdiction

All disputes concerning to this tender, if any shall be subject to the Civil jurisdiction of Municipal Limits of Panchkula (Haryana) where the registered office of the AYUSH department is located.

6.23. Fraudulent and Corrupt practices

6.23.1 For bidders & suppliers:

AYUSH department requires that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser; defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*“another party” refers to a public official acting in relation to the procurement process or contract execution*). *In this context, “public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an

obligation (a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution).

- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level*].
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a “party” refers to a participant in the procurement process or contract execution*).
- (v) “obstructive practice” is: deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause (e) below AYUSH department may take following actions in case a bidder/ supplier is found guilty of above or any other terms and conditions which are mutually agreed in writing by both the parties.
 - a) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - b) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
 - c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if

it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

- d) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

End of section-6



DIRECTORATE OF AYUSH HARYANA
(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDDHA AND HOMOEOPATHY)
AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA,
HARYANA, Pin: 134112, E-mail Address: dgayushhry@gmail.com,
Ph.: 0172-2570909, 2570919 (Fax)

SECTION-7: FORM AND FORMATS

7.1 MANUFACTURERS AUTHORISATION FORM

No _____ dated _____

To

Dear Sir,

We who are established and reputable manufacturers of _____
_____ having factories at _____ and do hereby authorize
M/s. _____ (Name and
address of Representative) to submit a bid, and subsequently negotiate
and sign the contract with you. I hereby declare:-

***That this bidder is the sole authorized bidder for this Tender
That I am fully responsible for all the documents submitted by
this bidder and consumable items.***

That I am fully responsible for Supply of Unani Medicines.

***I certify that the Unani Medicines quoted in the tender will be
available till the rate contract ends. In case the bidder does not
abide by the rules and regulation of agreement then I am fully
responsible for that.***

Yours faithfully, (Name)

for and on behalf of

M/s.

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

7.2 MANDATE FORM

01. Firm Name_____
02. Postal Address of the Firm with Telephone No., Fax No. and e-Mail I.D._____
03. Name of the Managing Director / Director / Manager Mobile No. / Phone No. E-mail I.D. _____
- _____
04. Name and Designation of the authorized firm official Mobile No. E-mail ID _____
05. Name of the Bank_____
- Branch_____
- Name & address. Branch Code No_____
- Branch Manager Mobile No. _____
- Branch Telephone no. Branch E-mail ID_____
06. 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank._____
07. IFSC code of the Branch_____
08. Type of Account (Current / Savings)_____
09. Account Number (as appear in cheque book)_____
- (in lieu of the bank certificate to be obtained , please attach the original cancelled cheque issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Director, AYUSH Department Haryana on behalf of Govt. of Haryana responsible.

I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the firm as a bidder /successful bidder.

Date:

Firm Seal

Signature

Place:

(Name of the person signing & designation)

(Authorized Signatory)

7.3 AFFIDAVIT: For Price Fall Clause

(An undertaking to this effect must be submitted along with tender)

I/We M/s_____ agree undertake that If at any time during the execution of the contract the controlled price becomes lower or the supplier reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

Date:

Place:

Authorized Signatory

7.4 AFFIDAVIT: For not having been blacklisted/prosecuted.

We, M/s _____ hereby declare that:-

Our Firm has not been debarred/blacklisted/convicted/prosecuted by Government of Haryana or by any other State/Central Government/organization.

Date:

Place:

Authorized Signatory

7.5 Form: PERFORMANCE SECURITY FORM

To : _____(Name of Purchaser) WHEREAS
_____(Name of the Supplier) herein called , the
Supplier has undertaken, in pursuance of Contract No_____ dated,
_____ to supply _____(Description of
Goods and Services) hereinafter called, the Contract.

AND WHEREAS it has been stipulated by you in the said Contract that the
Supplier shall furnish you with a Bank Guarantee by a recognized bank for
the sum specified therein as security for compliance with the Supplier’s
performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee
THEREFORE WE hereby affirm that we are Guarantors and responsible to
you, on behalf of the Supplier, up to a total of
_____ (Amount of the Guarantee in Words and
Figures) and we undertake to pay you, upon your first written demand
declaring the Supplier to be in default under the Contract and without cavil
or argument, any sum or sums within the limit of
_____(Amount of Guarantee) as aforesaid,
without your needing to prove or to show grounds or reasons for your
demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__.

Signature and Seal of Guarantors

Date _____ 20__

Address _____



DIRECTORATE OF AYUSH HARYANA
(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDHA AND HOMOEOPATHY)
AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA,
Haryana, Pin: 134112, E-mail Address: dgayushhry@gmail.com,
Ph.: 0172-2570909, 2570919 (Fax)

7.6. Declaration of Acceptance of DNIT

Acceptance of DNIT

I (Mr/Mrs/Ms) _____ authorized signatory
of M/s _____ (Bidder) hereby certify
that I have read the tender document and I agree to all qualifying
requirements, specifications, Eligibility Criteria, Terms & Conditions of the
said DNIT.

Date: -

Digital Signature

End of section-7



DIRECTORATE OF AYUSH HARYANA
(AYURVEDA, YOGA & NATUROPATHY, UNANI, SIDDHA AND HOMOEOPATHY)
AYUSH BHAWAN, NEAR YOUTH HOSTEL, SECTOR-3, PANCHKULA,
HARYANA, Pin: 134112, E-mail Address: dgayushhry@gmail.com,
Ph.: 0172-2570909, 2570919 (Fax)

SECTION-8: CHECKLIST

All mentioned documents must be uploaded at the time of Bid Submission and no Document will be accepted after closing of the Tender. However, clarification can be sought from the Bidder. The following documents have to be uploaded online.

S. No	Particulars	Submitted (Yes or No)	Page No.
1	Tender and Bid Security Fee		
2	Declaration of Acceptance of DNIT		
3	Self attested copy of the sales tax clearance certificate.		
4	Turnover Certificate of Bidder certified by Chartered Accountant along with supporting documents.		
5	Certificate from the State Drug Controller/ Licensing Authority concerned that the firm has been manufacturing and marketing the products for which firm has quoted the price.		
6	Audited financial statement for last three year in support for annual turnover.		
7	Certificate of non-conviction issued by State Drug Controller/ Licensing Authority.		
8	Affidavit for no case pending in the court w.r.t the drugs.		
9	Samples of the medicines for which firm is submitting the tender.		
10	Undertaking on delay in supply, non-supply or supply of poor quality drugs.		
11	Manufacturing Experience of Manufacturer certified by Competent Authority		
12	Authority along with supporting documents.		
13	Manufacturing License Certificate.		
14	Affidavit for Price Fall Clause.		
15	Affidavit for not having been blacklisted. (Both by the Bidder and Manufacturer).		