

F.No. 3-21/2014-CCRAS/Admin/Safety/Vol.-1



केन्द्रीय आयुर्वेदीय विज्ञान अनुसंधान परिषद्

आयुष मन्त्रालय, भारत सरकार
जवाहर लाल नेहरू भारतीय चिकित्सा एवं होम्योपैथी अनुसंधान भवन
61-65, संस्थानिक क्षेत्र, सम्मुख 'डी' ब्लॉक, जानकपुरी, नई दिल्ली 110058

CENTRAL COUNCIL FOR RESEARCH IN AYURVEDIC SCIENCES

Ministry of AYUSH, Govt. of India

Jawahar Lal Nehru Bhartiya Chikitsa Evam Homoeopathy Anusandhan Bhawan

61-65, Institutional Area, Opp. 'D' Block, Janakpuri, New Delhi-110058

ग्राम : आयुष

Gram : "AYUSH"

Fax : 28520748

EPBX

28525852, 28520501

28522524, 28525831

28525862, 28525883

28525897

Sub: Re-Tender for carrying out the Safety/toxicity studies of metal/mineral based Classical Ayurvedic Formulations at GLP Labs..

The CCRAS invites sealed quotations for carrying out **Safety/toxicity studies of metal/mineral based Classical Ayurvedic Formulations from different reputed and GLP certified laboratories/institutes/organizations** for a period of one year from the date of signing of CSA contract :-

2. General information about the tender:-

| | | |
|----|---|--|
| a) | Tender Reference No. | F.No. 3-21/2014-CCRAS/Admin/Safety/Vol.-1 |
| b) | Last date and time for receipt of Tenders | 27.11.2020 upto 2.00PM |
| c) | Time and date of opening of Tenders | 27.11.2020 at 03.00 PM |
| d) | Place of opening of Tenders | Conference hall Room No. 223, 2 nd Floor, CCRAS HQs Office, No. 61-65, Institutional Area, Opp. 'D' Block, Janakpuri, New Delhi-110058. |

3. The Tender shall be submitted in two bid system, technical bid and financial bid:-

- Technical bid (as per Annexure-I) consisting of all technical details; and
- Financial bid (as per Annexure-II) indicating protocol mentioned in the technical bid.
- Technical bid and the financial bid should be sealed by the bidder in separate covers duly superscripted and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super subscribed "**Safety/toxicity studies of metal/mineral based Classical Ayurvedic Formulations at GLP certified laboratories.**" The sealed Tenders may be put in the Tender Box placed on the 2nd floor near in the chamber of Deputy Director (Admn.), Room No. 222, and CCRAS or by post at the aforesaid address latest by due date and time. Tenders received late will be rejected outright.
- A Pre-bid Conference will be held on **date 13-11-2020 at 15.00 Hours (IST) in Conference room of Central Council of Research in Ayurvedic Sciences through digital mode.** All prospective bidders are requested to kindly submit their queries, if any to the address indicated above so as to reach the office **by Date 12-11-2020 and also to send individual querries and mail id for digital link through email ado1-ccras@gov.in/budget216@gmail.com by 12-11-2020.**

4. Each bidder should submit an **EMD of Rs1,10,000 (One lakh ten thousand) for each** along with the quotation for comprehensive drug-drug interaction studies. EMD should be in the form of Demand Draft, drawn in favour of Director General, CCRAS, and New Delhi. The EMD of unsuccessful Bidders will be refunded after award of contract and EMD of successful bidder will be returned on receipt of **performance security as per GFR-2017 w.r.t** the bid amount.
- ii. The technical Bid must contain information/documents signed by the authorized signatory of the bidding firm/agency should be kept in Technical Bid envelope along with other documents/information prescribed in this tender notice.
- iii. The firm should not handover execution of order to any other/sister firm(s) and in such a case it will amount to violation of contract and may entail cancelation of contract and forfeiture of Performance Security.
- iv. The tenders will be opened on stipulated date and time in the presence of the tenderers or their authorized representatives who may like to be present.
- v. The tenderers should quote their rates (excluding taxes) for all the studies mentioned in the technical bids without any fail.
- vi. If any tenderers withdraw his tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money, if any, deposited will be for-fitted and no correspondence in this regard will be entertained thereafter.
- vii. Communication of acceptance of the tender constitutes concluded contract.
- viii. In case where a successful tenderers, does not provide the service or in time or to provide the services, the Council at its discretion may obtain such services from the next higher tenderer and the loss, if any, caused to the Council due to increased rates shall be borne by the defaulting tenderers.
- ix. The performance security shall be returned to the contractor within two months after expiry of the contract period, but in the event of any dispute arising between the Council and the contractor, the Council shall be entitled to deduct such sums which in the opinion of the Council are due from/not payable to the contractor.
- x. Any sum of money due and payable to the contractor, including Performance Security under this contract may be appropriated by the Director General, CCRAS and set off against any claim of the Director General, CCRAS against the tenderers.
- xi. No enhancement of rates will be considered during period of contract.
- xii. The Bidder firm should not have been blacklisted by any Govt. /Semi Govt./Semi Govt. Deptt. Therefore, bidder should furnish an Undertaking to this effect that any Govt./Semi Govt., Deptt. /Office has not blacklisted their firm/agency.
- xiii. The bidder must have GST registration number (copy of the Certificate should be enclosed as a proof), if the same is applicable to his firm.
- xiv. The bidder must submit the copy of last 03 years Income Tax Return (ITR).
- xv. The bidder shall quote/indicate the rates for all items (in Indian Rupees) offered by it in the 'Proforma for Financial Bid' attached with this tender notice at Annexure-II.

- xvi. The Director General has every right to reject/accept any bid without assigning any reasons.
- xvii. The Technical bids will be opened and evaluated by a committee and only the bids technically acceptable would be considered further.
- xviii. The bids received after due date and time will not be accepted while incomplete bids are liable to be ignored.
- xix. The tender received without EMD will not be entertained under any circumstances.
- xx. The TDS will be deducting u/s 194 of the It Act, 1961.
- xxi. Taxes and any other charges should be indicated separately.
- xxii. The period of contract shall be for six months to one year from date of award of contract extended for further two years on the same rate, terms & conditions subject to satisfactory performance of the agency/contractor.
- xxiii. The service provider should have a minimum **3** years experience in the field of **the mentioned study.**
- xxiv. The DG, CCRAS reserves the right to accept or reject any bids or accept all tenders either in part or in full or to split the order, or to annul the bidding process without assigning any reason.
- xxv. The others point which not covered in above points will be covered as per GFR-2017 or any other latest Govt. guidelines whichever is latest.

| Critical Date Sheet | | |
|---------------------|---------------------------|--|
| S.No. | Stage | Date |
| 1 | Publish Date | 06-11-2020 |
| 2 | Download Started | 06-11-2020 |
| 3 | Pre-Bid Conference if any | 13-11-2020 at 15.00 Hrs |
| 4 | Bid submission Last date | 27-11-2020 upto 2.00 PM |
| 5 | Bid Opening date & time | 27-11-2020 at 3.00PM at Conference Room of CCRAS |

xxvi. Amendment of Tender Documents if required

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 tender documents by amendment. The same would also be hosted on the website of the Purchaser and all prospective bidders are expected to surf the website before submitting their bids to take cognizance of the amendments. However, the copies of the amendments would be sent by registered post/speed post/courier/e-mail to all the bidders who have purchased the tender documents.

b. In order to allow prospective bidders' reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids and host the changes on the website of the Purchaser.

xxvii. Code of Integrity

- a. The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- b. Code of integrity for Public Procurement: The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - i) “corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - ii) “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;
 - iii) “anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - iv) “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - v) “conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
 - vi) “Obstructive practice”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by 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 by impeding the purchaser's Entity's rights of audit or access to information;

c. Obligations for Proactive disclosures

i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and

ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

d. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

i) If his bids are under consideration in any procurement:

a) Forfeiture or encashment of bid security;

b) Calling off of any pre-contract negotiations; and

c) Rejection and exclusion of the bidder from the procurement process.

ii) If a contract has already been awarded

a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to the procurement;

c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

iii) Provisions in addition to above:

- a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

iv. The Bidding Documents

Administrative Officer



TECHNICAL BID

M/s. _____

(Name, address Landline and Mobile Nos.
of the bidding firm/agency firm/ agency):-

| SI. No. | Documents kept in the Technical Bid envelope | Whether enclosed (The firm would write Yes OR No in the respective columns) |
|---------|---|---|
| 1. | EMD | |
| 2. | Copy of Registration/License and other documents as proof. | |
| 3. | Self certificate in respect of not being blacklisted by any Govt. /Semi. Govt. Office | |
| 4. | Details & copy of GST registration of firm | |
| 5. | Copy of PAN of firm | |
| 6. | Copy of rate contract for providing the similar services in for last two years | |
| 7. | Documentary proof that the Lab is GLP certified. | |
| 8. | Documentary proof that the Lab has an Ayurveda/AYUSH expert as a member of core team for better understanding of the formulation study. | |
| 9. | Documentary proof that the perspective bidders have capability to cater service throughout the Country across states and UTs with adequate Human Resources and Infrastructure. | |
| 10. | Acceptance of the condition that Confidentiality of the study data will be maintained with utmost care. | |
| 11. | Acceptance to sign Memorandum of Understanding (MoU) to be executed between CCRAS and CRO. | |
| 12. | Along with all the necessary documents/certificates required as per the tender conditions, the bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity (both technical and financial), for the service to provide within the specified time of completion, after meeting all their current commitments | |

| | | |
|-----|--|--|
| 13 | <p>Supporting documents submitted by the bidder must be certified as follows:</p> <p>i) All copy of supply/work order; respective completion certificate and contact details of clients; documents issued by the relevant Industries Department/National Small Industries Corporation (NSIC)/ manufacturing licence; annual report, etc., in support of experience, past performance and capacity/capability should be authenticated by the by the person authorised to sign the tender on behalf of the bidder. Original Documents must be submitted for inspection, if so demanded.</p> <p>ii) All financial standing data should be certified by certified accountants, for example, Chartered Accountants/Cost Accountants or equivalent in relevant countries; and Indian bidder or Indian counterparts of foreign bidders should furnish their Permanent Account Number.</p> | |
| 14. | Proof for Others terms of reference (if any) | |

It is hereby declared that the Terms & Conditions of the CCRAS F.No. 3-21/2014-CCRAS/Admin/Safety/Vol.-1 dated..... are fully acceptable to our firm/agency.

(To be signed by the Authorized Signatory
of the Firm/Agency with Name and Stamp)

Annexure-II

Financial bid:

Number of Protocol studies

| Sl. No. | Methods | Price quoted per Ayurvedic formulation (Excluding GST) |
|----------------|---|---|
| 1. | 28 days Oral (Gavage) Dose Range Finding Toxicity Study of XXX in Rats. | |
| 2. | 90-Days Repeated Dose Oral (Gavage) Toxicity Study of XXX in rats with 28 Days Recovery Period. | |
| 3. | Effect of oral administration of XXX on female and male fertility and early embryonic development, implantation, gestation and lactation including pre and post natal developments. | |
| 4. | Study of effect of oral administration of XXX on embryofetal development and consequent to exposure of the female from implantation to closure of the hard palate. | |

Signature & Seal of the Bidder/Agency/firm



To,

Director General,
Central Council for Research in Ayurvedic Sciences,
Jawahar Lal Nehru Bhartiya Chikitsa Evam Homoeopathy Anusandhan Bhawan
No. 61-65, Institutional Area,
Opp. 'D' Block, Janakpuri,
NEW DELHI – 110058

Respected Sir,

I/We who are established and GLP certified research laboratory/institute/organization involved in different R&D work hereby offer our quotation against the tender ref. No. and accept the terms & conditions of the tender and enclose a copy of the tender document duly signed by the authorised signatory.

Yours faithfully,

(Name) for and on behalf of M/s.....
(Name of Manufactures)

Note: This letter of authority should be on the letterhead of the concern and should be signed by an authorized signatory.