



INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
CORP OFFICE: B-261, OKHLA PHASE I, NEW DELHI - 110 020
EMAIL: purchase@impcl.in, CONTACT NO: 011-43586373

NOTICE INVITING TENDER

FOR

MANUFACTURING FACILITY FOR UNANI

MEDICINES UNDER LEASE & LEASE LICENSE

AGREEMENT/LEASE AGREEMENT ON

TURNKEY BASIS

NIT No.: 12/IMPCL/Pur./2024-25

DATE: 19.12.2024





**INDIAN MEDICINES PHARMACEUTICAL CORPORATION LIMITED
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NOTICE INVITING TENDER FOR MANUFACTURING FACILITY FOR UNANI MEDICINES UNDER LEAVE & LEASE LICENCE AGREEMENT/ LEASE AGREEMENT ON TURNKEY BASIS UNDER TWO BID SYSTEM I.E. TECHNICAL & FINANCIAL BID SEPARATELY.

IMPORTANT DATES

a)	Cost of Tender Documents* (Non-Refundable)	<i>The Bidders shall deposit a Demand Draft amounting Rs. (10000 + 18 % GST) = Rs. 11800/- (Eleven Thousand Eight Hundred only) towards Cost of Tender Form favouring "Indian Medicines Pharmaceutical Corporation Limited" Payable at State Bank of India, Nirman Bhawan, New Delhi (Branch code 000583) or any other nationalize bank payable at New Delhi or online as per details enclosed. The bidders will be required to upload the scanned copies of transaction of payment of tender document cost/ tender fee including e-receipt (clearly Indicating UTR No. & Tender reference must be entered in the remarks at the time of online transaction of payment, failing which payment may not be considered) at the time of bid submission. The Tender Fee is NON-REFUNDABLE</i>
b)	Earnest Money Deposit	The Manufacturer(s)/Bidder(s) shall deposit an earnest money deposit of Rs. 500,000/- (Rupees Five Lakh only) in the form of a Fixed Deposit Receipt (FDR/TDR), or Demand Draft pledged to "Indian Medicines Pharmaceuticals Corporation Limited, B-261, Okhla Phase-I, New Delhi, India-110020". The FDR/TDR must have a validity of 365 days.
c)	Tender Document available on our website or CPP PORTAL	From 19.12.2024 to 24.01.2025 (upto 14:00 hrs) on https://impclmohan.nic.in or eprocurement website https://eprocure.gov.in/epublish/app?page=FrontEndParticipatingSites&service=page%20publish
d)	Pre-Bid meeting	03.01.2025 at 14:00 Hrs.
e)	Date & Time of opening of Tender (Technical Bid)	24.01.2025 at 14:30 Hrs.
f)	Date & Time of opening of Financial Bid	Will be informed later after the evaluation of technical bids (only to the bidders who successfully qualify the technical evaluation).
g)	Validity of Tender	365 days from the last date of submission of tender.
h)	Place for Prebid Meeting/submission of tender cost & required documents (if any) and seeking clarifications on tender documents	Indian Medicines Pharmaceutical Corporation Limited, Corp: B-261, Okhla Phase 1, New Delhi 110 020 011-43586373(O)
i)	To facilitate payment of Tender Fee through RTGS, NEFT & IMPS, the details of bank account of IMPCL is mentioned below:	

Name of Bank	Bank's Address	Account Name & No.	Account Type	IFSC code
State Bank of India	Mohan Via Ramnagar 244715 District Almora, Uttarakhand	Indian Medicines Pharmaceutical Corporation Limited Account No. 11638895053	Current	SBIN0005676



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NIT No. : 12/IMPCL/Pur./2024-25

Date 19.12.2024

1. BACKGROUND:

Indian Medicines Pharmaceutical Corporation Limited (IMPCL) is a "Mini Ratna" CPSE under the Ministry of Ayush, Government of India, engaged in the manufacturing and supply of authentic classical and proprietary Unani and Unani medicines for Central and State Government institutions, including CGHS. To meet the growing demand and achieve higher turnover in a time-bound manner, the company intends to enter into a Leave & License Agreement/Lease Agreement on a turnkey basis for a manufacturing unit. This initiative aims to ensure the production of high-quality medicines that meet the standards specified under the Drugs & Cosmetics Act and Rules, as well as the Unani Pharmacopeia of India, following the Standard Operating Procedures (SOPs) of IMPCL.

2. SCOPE OF WORK:

- a) To establish an independent unit for the manufacturing of Unani medicines through a Leave and License Agreement/Lease Agreement or Loan License/Job Work arrangement, including the supply of Raw Materials and Packing Materials under a turnkey arrangement.
- b) To ensure strict compliance with all statutory regulations, including the provision of a Certificate of Analysis from a Third-Party NABL-accredited laboratory, as per the requirements of the Drugs & Cosmetics Act and Rules in India."
- c) To adhere to the guidelines of Good Manufacturing Practices (GMP) throughout the process.
- d) To ensure the production of high-quality products at all stages and at all times.
- e) To maintain an online batch manufacturing record as required by the Drugs & Cosmetics Act and its associated rules, and to provide copies of the Batch Manufacturing Record (BMR) for each completed batch.
- f) The manufacturer/bidder shall, at their own expense, arrange and obtain, on behalf of the company, all necessary licenses required under the Drugs & Cosmetics Act, GST Act, Labour Laws, Factories Act, and any other applicable laws and regulations for the manufacturing, warehousing, storage, and sale of Unani medicines.

3. PREPARATION OF BID:

All manufacturers/bidders are requested to follow the instructions given below while submitting their bids. Proposals should be submitted on a two-bid basis - separate technical and financial bids in separate sealed covers. The outer envelope should be clearly marked as "***Bid for Unani Medicines Manufacturing Facility under Leave & Lease License Agreement/Lease Agreement from GMP Certified Manufacturing Units***".

4. TECHNICAL AND FINANCIAL BID :

Bids should be prepared on standard A4-size paper. Foldouts containing charts, spreadsheets, and oversized exhibits, if any, are permissible. The pages should be organized section-wise in a binder with separate tabs. Manuals and other reference documentation, if any, should be bound separately. All responses and any reference materials presented must be written in English.

5. EVALUATION OF BIDS

A duly constituted Evaluation Committee will scrutinize and evaluate the bids to select the successful manufacturer(s)/bidder(s).

6. SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE

A security deposit, also serving as a performance guarantee, in the amount of Rs. 50,00,000 (Rupees Fifty Lakhs only) shall be submitted at the time of agreement



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execution. This security deposit may be submitted in one of the following forms, all safeguarding the interests of Indian Medicines Pharmaceutical Corporation Limited (IMPCL), Mohan District Almora, Uttarakhand:

- Account Payee Demand Draft
- Fixed Deposit Receipt
- Banker's Cheque (including e-Bank Guarantee) from a reputable commercial bank
- Online payment (acceptable form to be specified)

The performance security shall remain valid for a period of 60 days beyond the later of:

- Completion of all contractual obligations by the Bidder
- Agreement validity date

If the contract is extended, the Bidder is responsible for renewing or extending the performance security deposit accordingly. Upon successful Bidder submission of the performance security, the corresponding EMD will be released.

Following successful contract completion, the Head of Finance & Accounts, IMPCL, will release the security deposit. The performance guarantee may be forfeited (partially or fully) in case of non-compliance with statutory requirements by the Manufacturer/Bidder.

6. ELIGIBILITY CRITERIA FOR MANUFACTURER(S)/ BIDDER(S):

a) The manufacturer(s)/bidder(s) should have at least one additional unit with a valid manufacturing license and other necessary facilities, compliant with GMP, the Factories Act, 1948, and other applicable statutes. This unit should be ready to commence manufacturing activities, preferably in the north region.

b) The manufacturer(s)/bidder(s) should have production and packing experience for the following dosage forms alongwith manufacturing facility:

- *Choorna/Sufoof*
- *Kvatha Choorna*
- *Syrup/Sharbat*
- *Avleh/Majoon/triyak/Lauq/jawarish/khamira*
- *Taila/Ghrita/Raughan*
- *Vati*
- *Tablet/Habb/ Qurs*
- *Ointment/Marham*
- *Bhasma/Pishiti/Kushtha*
- *Arg*

The unit should be well-supported with power supplies, power backup, and other statutory conditions as per the Drugs and Cosmetics Act and local industrial norms.

c) The manufacturer(s)/bidder(s) should provide a Non-Conviction Certificate for the last 1 year (self-attested copy should be enclosed).

d) A Demand Draft for ₹11800/- towards the cost of the Tender Form, drawn in favor of "Indian Medicines Pharmaceutical Corporation Ltd." and payable at SBI, Mohan/Nirman Bhavan, New Delhi, should be enclosed.

e) The manufacturer(s)/bidder(s)' firm should have 100% power backup with DG units.

f) In addition to the production facility area, the plant should have adequate facilities for storage of raw material/packing material, office space, quality control section, etc.

g) The manufacturer(s)/bidder(s) should have all necessary machinery related to production and packing.

h) A list of machinery shall be attached to the technical bid submitted for Lease & Leave Arrangements.

i) The manufacturer(s)/bidder(s) should have an in-house quality control testing laboratory.

j) A list of laboratory equipment shall be attached to the technical bid submitted for Lease & Leave Arrangements.

k) The manufacturer(s)/bidder(s) should provide details of technical staff as follows:

- (i) Manufacturing staff
- (ii) Quality control staff



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- l) The manufacturer(s)/bidder(s) should have an average annual turnover of ₹25.00 Crore over the last three financial years from the manufacturing and supply of Unani medicines.
- m) Audited financial statements (Balance Sheet & Profit & Loss Account) in respect of annual turnover for Unani drugs & formulations should be attached with the technical bid.
- n) A turnover certificate from a Chartered Accountant with UDIN should be attached with the technical bid.
- o) The manufacturer(s)/bidder(s) should have experience supplying to the local market/government departments for the following dosage forms:
- i. Kvath/Chooras/Sufoof
 - ii. Syrup/Sharbat
 - iii. Taila/Raughan
 - iv. Ghrita
 - v. Tablet/Qurs
 - vi. Capsule
 - vii. Marham/Ointment
 - viii. Bhasma/Pishi
 - ix. Vati/Habb
 - x. Avleha/Paka/Majoon/Triya/Lauq/Jawarish/Khamira
- Supply orders justifying the above supplies should be attached with the technical bid.
- p) The manufacturer(s)/bidder(s) should have an existing manufacturing license to manufacture all dosage forms of Unani drugs/formulations.
- q) The manufacturer(s)/bidder(s) should never have been debarred or blacklisted by any government department/institution. A self-attested certificate related to this shall be attached with the technical bid.
- r) The Manufacturer(s)/Bidder(s) must be actively engaged in the production of Unani medicines. The manufacturing facility to be leased out to Indian Medicines Pharmaceutical Corporation Limited (IMPCL) must comply with all statutory requirements for the production of Unani medicines.

Technical Documents Requirements

- a) Valid Manufacturing License, Product permission etc. as approved for the manufacturing of Unani medicines.
- b) Valid Factory license
- c) Site Master file
- d) Valid GMP Certificate is mandatory/ other upgraded certification like CoPP/WHO shall be preferred.
- e) Valid Non- Conviction Certificate/ Self-declaration affidavit for the same on Rs 100/- Stamp paper duly notarized.
- f) Valid Manufacturing & Marketing certificate/related documents, if any.
- g) Manufacturer(s)/ Bidder(s) should have manufacturing of Unani Medicine at least last three years and provide Annual report/ CA Certified Turnover certificate as documentary evidence for the same.
- h) In order to assess the financial capability of the Manufacturer(s)/ Bidder(s), Bank Insolvency Certificate from Manufacturer Banker should be submitted.

7. CRITERIA FOR EVALUATION OF TECHNICAL BID:

The Evaluation Committee will assess the Technical Bids based on their compliance with the specified qualification and eligibility criteria, as well as through onsite inspection and evaluation.

8. CRITERIA FOR EVALUATION OF FINANCIAL BID:

The Manufacturer/Bidder under this arrangement shall quote a flat rate of discount on the existing Institutional Price List of Indian Medicines Pharmaceutical Corporation Limited (IMPCL) for medicines to be manufactured.





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The bidder must ensure that all costs related to raw materials (RM), packaging materials (PM), and services required for manufacturing are included in the quoted discount rate. These costs will be borne solely by the bidder. GST will be charged separately. The Manufacturer/Bidder shall be solely responsible for all costs, including RM, PM, labour costs, registration and license fees, insurance, losses, liquidated damages, short supply, quality compliance, freight, fuel, repair and maintenance, consumables, and any other related expenses.

The Financial Bids of technically qualified Manufacturer(s)/Bidder(s) will be evaluated based on the L-1 criterion (lowest bidder).

Only the Financial Bids of Manufacturer(s)/Bidder(s) declared technically qualified will be opened on the specified date and time in the presence of the representatives of the Manufacturer(s)/Bidder(s) who choose to attend. The names of the Manufacturer(s)/Bidder(s), their Financial Bids will be announced aloud.

11. SPECIFIC TERMS & CONDITIONS OF CONTRACTS:

- a) The Manufacturer(s)/Bidder(s) shall not, at any time, assign, sublet, or transfer the contract or any part thereof, including its benefits, to any other person or entity under any circumstances.
- b) Payment to the successful Manufacturer(s)/Bidder(s) under the Leave & Lease License Agreement/Lease Agreement will be made 120 days after the receipt of the invoice and test report(s), as outlined in the Memorandum of Understanding (MoU)/Agreement with the successful Manufacturer(s)/Bidder(s).
- c) All Manufacturer(s)/Bidder(s) must quote their rates for the Leave & Lease License Agreement/Lease Agreement, taking into consideration the capacity, quantity, and quality of machines, as well as the availability of manpower, ensuring that these are not less than the current standards available with Indian Medicines Pharmaceutical Corporation Limited (IMPCL). The technical aspects, including machine quality, will be discussed in detail with the successful Manufacturer(s)/Bidder(s).
- d) The management reserves the right to award the contract in full or in part to one or more manufacturing units at its discretion.
- e) Manufacturer(s)/Bidder(s) must possess the financial capability to invest in all necessary inputs required for the manufacturing of Unani medicines under a turnkey arrangement.
- f) Manufacturer(s)/Bidder(s) shall maintain the confidentiality of all documents and shall not disclose any information contained therein to any market competitors.

12. GENERAL TERMS & CONDITIONS:

- a) Indian Medicines Pharmaceutical Corporation Limited (IMPCL) invites Two-Envelope Tenders for the **Empanelment of Unani Medicine Manufacturing Units** under a Leave & Lease License Agreement/Lease Agreement from GMP-certified manufacturing units.
- b) Tenders received after the specified closing date and time shall be rejected.
- c) Any corrections in the submitted documents must be duly authenticated with the full signature of the authorized signatory. Failure to comply will render such bids liable for rejection.
- d) The tender must be submitted neatly, and any corrections or over-typing should be attested with the seal and full signature of the authorized signatory. Unsigned bids will be rejected.
- e) Each page of the submitted documents, including annexures, must be signed by the authorized signatory.
- f) All columns in the Technical Bid format must be filled in by the Manufacturer(s)/Bidder(s).
- g) In the event of default in providing the required facility, the Authority reserves the right to cancel the contract, claim damages from the successful Manufacturer(s)/Bidder(s).



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and award the contract to another vendor at the cost and risk of the defaulting Manufacturer(s)/Bidder(s).

- h) The Technical Bid must not contain any indication of pricing. If any price indication is included, such bids will be rejected without any correspondence.
- i) Amendments or clarifications, if any, regarding this tender will be published on the IMPCL's website <https://impclmohan.nic.in> or eprocurement website <https://eprocure.gov.in/epublish/app;page=FrontEndParticipatingSites&service=page%20publish>. The Authority will not notify Manufacturer(s)/Bidder(s) individually.
- j) For verification purposes, the Committee may visit and inspect the manufacturing facility/unit of the Manufacturer(s)/Bidder(s).
- k) The Manufacturer(s)/Bidder(s) must provide all necessary documents, samples, and reference information as requested by the Committee.
- l) The Manufacturer(s)/Bidder(s) must also assist the Committee in obtaining relevant information from the references provided, if required.
- m) The cost indicated in the Financial Bid shall be considered final. Future price revisions will align with updates to the Price List.
- n) The Manufacturer(s)/Bidder(s) must submit a duly filled and signed Declaration Certificate as per **Annexure C**.
- o) If the bid is signed by a representative instead of a Director, a "Power of Attorney" authorizing the representative must be provided, duly executed on Rs. 100 Stamp Paper and signed by the Authorized Director of the manufacturing unit.
- p) In the case of a partnership firm, all partners must sign the tender document. Alternatively, an authorization must be provided on Rs. 100 Stamp Paper.
- q) There will be no financial implications or burdens on IMPCL, as the Government of India has approved the disinvestment of IMPCL, and the process is currently underway.

13. PERIOD OF AGREEMENT:

The Leave & Lease License Agreement/Lease Agreement shall remain valid for a period of five years from the date of its execution. Renewal of the agreement will be subject to the satisfactory performance of the Manufacturer and mutual agreement on terms. Performance will be reviewed annually.

14. DOCUMENTATION:

The Manufacturer(s)/Bidder(s) shall submit all relevant documents required for bidding at their own cost. Once submitted, these documents will not be returned under any circumstances.

15. APPLICABLE LAW AND JURISDICTION :

This Contract shall be governed by and construed in accordance with the laws of India. Any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the Delhi Courts.

16. RIGHT TO ACCEPT OR REJECT ANY PROPOSAL :

IMPCL reserves the right to annul the tendering process, or to accept or reject any or all proposals, in whole or in part, at any time without assigning any reason and without incurring any liability to the affected Manufacturer(s)/Bidder(s). IMPCL also reserves the right to decide, in mutual agreement with the successful Manufacturer(s)/Bidder(s), whether to enter into a Leave and License Agreement/Lease Agreement or Loan License/Job Work arrangement, including the supply of Raw Materials and Packing Materials under a turnkey arrangement. The final decision on the nature of the arrangement will be made at the time of agreement.

17. CLARIFICATIONS & AMENDMENTS OF TENDER NOTICE :

During the evaluation process, IMPCL may, at its discretion, seek clarifications from Manufacturer(s)/Bidder(s) regarding their Proposals. Such clarifications must be





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responded to within the specified timeframe. IMPCL may, for any reason, modify the Tender Document up to three days prior to the submission deadline. Any such modifications will be clearly communicated, and Manufacturer(s)/Bidder(s) will be given adequate time to amend their Proposals accordingly.

18. NOTIFICATION OF AWARD OF CONTRACT :

IMPCL will notify the successful Manufacturer(s)/Bidder(s) via email, followed by a formal letter confirming the award of the Contract ("Notification of Award"). Upon receipt of the Notification of Award, the successful Manufacturer(s)/Bidder(s) must confirm acceptance via return email and subsequently through a speed post letter within ten (10) working days. The successful Manufacturer(s)/Bidder(s) will be required to sign an agreement with the company outlining the implementation plan and supply of medicines.

19. PENALTY :

Any withdrawal or modification of the quotation by the Manufacturer(s)/Bidder(s) will result in the forfeiture of the EMD. Failure by the successful Manufacturer(s)/Bidder(s) to supply all deliverables as per the scope of work at the contracted rate, or any false statement in the bid, may lead to contract termination, forfeiture of the EMD/Performance Guarantee, and disqualification from future tenders.

20. SUBMISSION OF BIDS:

All bids must be submitted in a two-envelope system, clearly marked and complete in all respects. Here's how:

1. Technical Bid:

- Include the following in a sealed envelope marked "Technical Bid":
 - Tender Fee
 - EMD (Earnest Money Deposit)
 - Self-attested documents as per eligibility criteria
 - Annexure A, B & C (if applicable)

2. Financial Bid:

- Include the following in a sealed envelope marked "Financial Bid":
 - Your financial proposal

3. Combined Envelope:

- Place both the sealed "Technical Bid" and "Financial Bid" envelopes inside a larger envelope.
- Clearly mark this outer envelope "Technical and Financial Bid Submission for Tender [NIT NO. 12/IMPCL/PUR./2024-25] - [NOTICE INVITING TENDER FOR MANUFACTURING FACILITY FOR UNANI MEDICINES UNDER LEASE & LEASE LICENCE AGREEMENT/ LEASE AGREEMENT ON TURNKEY BASIS]".
- Ensure the tender number and date/time are displayed on all envelopes.

Clarification and Contact:

For any bid clarifications, please contact:

- Head of Department (Materials)
- Contact No.: 011-43586373
- E-mail: purchase@impcl.in

Submission Address:

Please submit your complete two-bid system to the following address:

Indian Medicines Pharmaceutical Corporation Limited, Corporate Office, B-261, Okhla, Phase-I, New Delhi - 110 020. Email: purchase@impcl.in, Contact No.: 011-43586373.

For Indian Medicines Pharmaceutical Corporation Limited





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Annexure A

Technical Bid Format

A. General Information

S. No.	Particulars	To be Filled by the Tenderer/Document's Proof to be Attached (if applicable)
1	Name of the Manufacturer(s)/Bidder(s)	
2	Address of Unit/Manufacturing Premises (including contact details: Mobile, Email etc.)	
3	Year of Establishment	
4	Type of Organization (Proprietorship, Public Sector Unit, Private Limited, Public Limited, MoA/AoA, RC/Partnership firm Agreement) as applicable to be enclosed.	
5	PAN No. (Copy to be Attached)	
6	GST No.	
7	MFG. License No. with Validity (Attach Self-Attested Photocopies)	
8	GMP Certificate Details with Validity (Attach Self-Attested Photocopies)	
9	Name and Contact Details of the Authorized Signatory	
10	Last Three Financial Years' Annual Turnover Certificate (Self-Attested and Verified by Chartered Accountant)	
11	Audited Balance Sheet & Profit & Loss Account of Last Three Financial Years	
12	Non-Conviction Certificate in the Prescribed Format	
13	Site Master File (Copy to be Enclosed)	
14	Past Experience of Manufacturing under Loan License (Yes/No)	
15	Details of Technical Staff	
16	Self-Attested Certificate of No Debarment/Blacklisting	
17	Copy of Supply Orders of Government Departments/Local Supply	
18	List of Machinery	
19	List of Laboratory Equipments	
20	MSME Certificate, if applicable.	
21	Is your manufacturing unit prepared to undergo inspection by the evaluation committee?	





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Annexure B

Financial/Price Bid

Particulars	Rate Offered/ % of Discount Offered to IMPCL + GST as Applicable
Margin to IMPCL on Selling Price of the Product(s)	

We undertake to enter into an agreement within 7 days of being called upon to do so and bear all expenses, including charges for stamps, etc. The agreement will be binding on us.

Date:

Place:

Signature:.....

Name:.....

Stamp:.....





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Annexure C

Declaration

To:

Indian Medicines Pharmaceutical Corporation Limited
(A Government of India Enterprise)
Mohan, Distt.-Almora (Via-Ramnagar-244715)
Uttarakhand

Sir/Madam,

This is to certify that I/We have carefully read and understood all the terms and conditions contained in this Tender Document and undertake to abide by them in full.

Signature:.....

Name:.....

Stamp:.....

