



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

E-Tendering Portal: <https://www.tenderwizard.com/AIIMSBBBSR>

E-TENDER DOCUMENT

Name of the e-Tender: Supply of Various Opioid (Narcotic Analgesic) Drugs On Rate contract Basis at AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E--TenderNo.11030/022/AIIMSBBBSR/Anaesh(Narcoticsdrugs)/2019-20/131 Dated 07 Jan 2020

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.tenderwizard.com/AIIMSBBBSR>) on mutually agreed terms and conditions and satisfactory performance for **Supply of Various Opioid(Narcotic Analgesic) Drugs On Rate contract Basis for Dept of Anaesthesia at AIIMS Bhubaneswar** and supply of items as per the Specifications. **The supply shall be for 1 (One) year on Rate Contract basis extendable for another one year on mutually agreeable conditions.**

The Bidder is expected to examine all instructions, terms and conditions, forms, and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. **The bid should not be conditional.** Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.

Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhubaneswar will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:

<https://www.tenderwizard.com/AIIMSBBBSR>

For E-tendering Queries contact Representative of ITI Limited (Bhubaneswar).

Email: twhelpdesk614@gmail.com **or** twhelpdesk404@gmail.com , **Mob:** 07377708585 /011-49424365.

E-TENDERING SCHEDULE

Name of the e-Tender: Supply of Various Opioid (Narcotic Analgesic) Drugs On Rate contract Basis at AIIMS, Bhubaneswar.

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal		As per e-Tendering Portal of AIIMS Bhubaneswar www.tenderwizard.com/AIIMSBBSR , www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender		As per e-Tendering Portal of AIIMS BBSR https://www.tenderwizard.com/AIIMSBBSR
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope		As per e-Tendering Portal of AIIMS, Bhubaneswar https://www.tenderwizard.com/AIIMSBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar - 751019 (Odisha)
Date, Time & Place of Opening of Technical Bid		The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSBBSR In case the Scheduled date is declared Holiday the tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Bhubaneswar		To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process		As applicable and displayed on https://www.tenderwizard.com/AIIMSBBSR and payable to www.tenderwizard.com directly by the prospective Tenderer.
EMD		EMD ₹ 1,00,000/- in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months endorsed in favour of AIIMS Bhubaneswar. EMD in the form of DD(Demand Draft) is not acceptable.

Schedule of Tender

Issue / Publishing Date	:	Dt. 07 Jan 2020
Pre-Bid Conference	:	Dt. 22 Jan 2020 , at 03:00 PM
Last date and time of submission of e-tender	:	Dt. 18 Feb 2020 , at 11:00 AM
Date & time of opening of e-Tender	:	Dt. 18 Feb 2020 , at 12.00 PM
Amount of Earnest Money Deposit (EMD)	:	₹ 1,00,000 /- (Rupees One Lakh only)
Venue	:	All India Institute of Medical Sciences Bhubaneswar – 751019

Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Rate Contract For Various Opioid (Narcotic Analgesic) Drugs	As per List	₹ 1,00,000.00

Tenderer need to deposit the EMD amount as per above mentioned Item in the Form of FDR/Bank Guarantee in favour of “**AIIMS Bhubaneswar**” and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of EMD in sealed envelope should be submitted on or before the Date of Submission of Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block , AIIMS Bhubaneswar -751 019. AIIMS Bhubaneswar will not pay any interest on any EMD Amount to bidder. The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the said bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD of the successful bidders shall be returned after the successful completion of contract and in case of unsuccessful bidders the same would be returned after award of the contract. AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidders.

Exemption: Firms registered with NSIC (for sale of Medical Equipment/Instrument Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective firm / departments have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption.

Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/ units registered as MSME vendor, declaration of UAM (Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory.

The condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. **Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.**

Clarification of bidding documents.

(i) The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

(ii) A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser's e-mail address i.e. aso.rnpattnaik@aiimsbhubaneswar.edu.in & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids.

(iii) **All the prospective bidder shall attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS, Bhubaneswar on 22 Jan 2020 at 3.00PM. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website as “Corrigendum”. Therefore, bidders are requested to submit their bids accordingly to revise changes after PBC, if any. No press advertisement will be made for corrigendum.**

- (iv) A pre-bid meeting is being convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid
- (v) Document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- (vi) Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process.
- (vii) It is an opportunity for the prospective bidders to obtain all the details about the quoted items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- (viii) Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items quoted and the bid conditions.

Amendments in Bidding Documents

- (i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal, tender wizard and AIIMS, BBSR website.
- (ii) The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.
- (iii) At any time till 7 **(seven) days before** the deadline for submission of bids, the AIIMS Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments/corrigendum to individual bidders. All amendments by the AIIMS, BBSR till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar

PRE-QUALIFICATION CRITERIA OF BIDDERS:

- (i) Bidder shall only be a manufacturer having valid own manufacturing license/ loan license / authorised distributor/dealer/ direct importer holding valid import license with product registration certificate issued by the Drugs Controller General of India.
- (ii) In case of manufacturer, it shall have a valid manufacturing drug license or duly acknowledged renewal application with old license issued by the State Licensing Authority / Central Licensing Approving Authority (wherever applicable).The firm is required to submit the renewal License copy immediately on receipt and suspension/cancellation of License if any must be informed immediately.
- (iii) In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India.
- (iv) In case of non-drug item(s) the bidder shall have a manufacturing license/ import export certificate (IEC) with an under taking/Self declaration in his letter pad that the item(s) quoted by the bidder is/are non-drug item(s).
- (v) In case of manufacturer, it shall have valid GMP certificate as per Revised Schedule M of Drugs & Cosmetics Rule 1945 / COPP (Certificate of Pharmaceutical Products) / WHO GMP certificate issued by the concerned licensing authority for drug items.
- (vi) In case of imported item, WHO GMP (of Manufacturer) /COPP shall be submitted. Note: Valid certificate mean the certificates should be **valid at least for** on the date of opening of technical bid.
- (vii) The Bidder should have experience in supplying quoted item/ Similar item form as per tender specification to the State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Authorized agency of the State / Central Govt. / PSU/Open Market Supply as a manufacturer or authorised dealer/distributor during the last 2(two) years.
- (viii) The Bidders should have at least 02 (Two) years market standing for the quoted item(s) as per tender specification (In annexure-IV / Market standing certificate issued by the licensing authority to establish the 2 years market standing of the quoted item(s) as per tender specification). This would not applicable to new drugs, a certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in Form-46 for exemption. This would not be applicable for non-drug items.
- (ix) Non-Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules

ELIGIBILITY CRITERIA FOR PARTICIPATION OF TWO BID SYSTEM IN E-TENDER

- (i) The company/manufacturer must submit the most recent certificate in support of the product which is manufactured as per guidelines of a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority. Otherwise the bid will be rejected.
- (ii) The drugs should have been evaluated and validated by at least by one international agencies like WHO, UNICEF and / or National level laboratories like such as National Institute of Nutrition, Hyderabad; National centre of disease control, Delhi; All India Institute of Medical Science, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research & Council of Scientific & Industrial Research Laboratories. The validation should include tests for the quality, packaging, ready to use testing (drop by drop), stability at various places, shelf life under sealed condition as well as open condition. The detail test report of all the test parameters must be furnished in the technical bid.
- (iii) The Manufacturer shall have a minimum turnover of: **Rs. 20 (Twenty) Crores or more** in each year during last (3) three financial years in India or his authorized dealer/distributor minimum turn Over of rupees **07(Seven) Crores or more** in each year during last three Financial Years. The same should be certified by the Chartered Accountant (CA).
- (iv) If the Original Manufacturers do not submit the bid,the original authorization certificate should be given to the authorized distributor/dealer only in their letter head duly signed by the MD or his authorized person in the particular e-tender.

- (v) The bidder should have submitted in the bid a copy of Quality Management System (QMS) certificate of the quoted items.
- (vi) The distributor/dealer should submit 05 nos. of end user certificate from any Govt./PSU/Pvt. Hospital/Organization.
- (vii) The distributor/dealer should submit minimum 06 nos. of purchase order copies to supply any Govt./PSU/Pvt. Hospital of last three financial years.
- (viii) The authorized distributor/dealer should have their registered office within the radius of 30 (Thirty) KMs. distance from AIIMS, BBSR.
- (ix) A latest certificate of GST payment should be enclosed.

Terms of Two Bid System:

The e-tender online shall be submitted in 2 (Two) parts:

- (i) **Technical Bid:** Online Submission of all required documents.
- (ii) **Financial Bid:** Financial bid shall be submitted online. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter.
- (iii) **Manual Submission of Following Document in original:**

The following documents are to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: “e-Tender for Supply of Various Opioid(Narcotic Analgesic) Drugs on Rate Contract basis” at AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.

- a. EMD
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of ₹ .10/- as per **Annexure-II**
- d. Details of Make , Manufacturer & Country of Origin without mentioning price.
- e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- f. Manufacturers Authorisation certificate in case of authorised distributor of OEM as per **Annexure- III**.
- g. The statement of deviation (Parameter wise) from the tender technical Bid Specification - (**Annexure-V**)
- h. The company/manufacturer/Distributor must submit the most recent certificate in support of the product which is manufactured as per guidelines of a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority and valid license for manufacturing and distribution of Narcotic drugs. Otherwise the bid will be rejected.

Technical Bid (Specification):

Name of the e-Tender: Supply of Various Opiod (Narcotic Analgesic) Drugs On Rate contract Basis at AIIMS, Bhubaneswar.

Specification of Various Opiod (Narcotic Analgesic) Drugs:

SI No	Description	Strength	Formulation Unit	Complied/Not-complied	Remarks
01	Butorphanol	Injection 1mg/ml	Ampoule		
02	Codeine phosphate	Tablet 30mg	Tablet		
03	Fentanyl	Injection 50 mcg/ml 2 ml	Ampoule		
04	Fentanyl	Injection 50 mcg/ml 10 ml	Ampoule		
05	Morphine	Injection 10 mg/ml	Ampoule		
06	Morphine	Injection 15 mg/ml	Ampoule		
07	Morphine	Tablet 10 mg	Tablet		
08	Morphine	Tablet 30 mg	Tablet		
09	Morphine C R	Tablet 30 mg	Tablet		
10	Bupenorphine	Tablet 0.3 mg	Tablet		
11	Bupenorphine	Patch 10 mg,5 mg	Patch		
12	Methadone	5 mg,15 mg	Bottle		
13	Nalbuhine	Injection 10 mg/ml	Ampoule		
14	Pentazocaine	Injection 30 mg/ml	Ampoule		
15	Pentazocaine	Syrup 5 mg/5 ml	Bottle		
16	Promethazine	Injection 50 mg/ 2 ml	Ampoule		
17	Tramadol	Injection 50 mg/ml	Ampoule		
18	Tramadol	Capsule 50 mg	Capsule		
19	Trypsin Chymotrypsin	Tablet 10 mg +3 mg	Tablet		

(i) Technical Bid (Eligibility Criteria):

The Scanned copies of the following Mandatory documents to be uploaded on e-Tendering Portal in the following format :

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation)		
C	Name, Address, Phone & Fax No. of Service Centre/Laboratory at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the attested copy of PAN Card)		
E	GST Registration Certificate showing clearly GST no. of the firm		
F	Income Tax return for the last Three years(2016-17,2017-18,2018-19). Note: the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
G	Annual Turn Over for last Three Financial Years(2016-17,2017-18,2018-19) (Duly signed by Chartered Accountant) (Note: the condition of prior turnover and prior experience may be relaxed for startups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification. Therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.)		
H	Details of the Earnest Money Deposit (EMD) ₹.1,00,000/- (Rupees One Lakh only). EMD will be accepted in the form of FDR or BG(Bank Guarantee). DD (Demand Draft) will not be accepted.		
I	Firms registered with NSIC (for sale of Medical Equipment/ Instrument/Apparatus) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate).		
J	Whether the firm is a Registered firm under MSEs, SSI or NSIC (attach copy of certificate). MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not.		
K	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) .		
L	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of ₹.10/- that (i) no police case is pending against the Proprietor / Partner/ Director of the Firm/Company (Agency).		

	(Indicate any convictions if any against the Company/firm/partner.) (ii) proprietor/firm has never blacklisted by any organization. (ii) we have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past. (If you don't fulfil these criteria, your tender will be out rightly rejected.)		
M	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of Item that servicing , supply of spare parts if any & labour whenever required within Rate Contract period and also 02 years after rate contract period.		
N	Manufacturing and Marketing Certificate as per Annexure-IV		
O	Whether the items quoted is as per specification, if not, The statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annexure-V)		
P	Have you previously supplied these items to any government / reputed private organization? If yes, list of Major Customers may be given on a separate sheet and proof of previous satisfactory supply, if any (Annexure - VI)		
Q	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.		
R	The makes/brands of the equipment/Item with specification, whether indigenous or imported with name of manufacturer & address must be enclosed.		
S	Latest Narcotic Drug licence Certificate issued by statutory bodies.		
T	Manual Submission of Documents		
U	Bank Details : 1. Beneficiary Name : 2. Bank Name : 3. Account No : 4. IFSC Code : 5. Branch Address :		
V	Any other information, if necessary		

(ii) FINANCIAL BID :

1. The Rates are to be quoted in the given format as per “**Annexure- “VIII”**”.
2. All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges, inclusive of all spares & labour charges and percentage of GST.
3. The rates should be quoted in Indian Rupees in figure as well as in words only.
4. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
5. **L-1 will be decided on the lowest price including of GST of each product for which the bidder is quoting. Taxes have to be mentioned clearly in percentage of GST for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items.**

**Sr. Procurement-cum Store Officer
AIIMS Bhubaneswar**

GENERAL TERMS AND CONDITIONS :

- A. The validity of the Bid Tender Document shall be for 180 days from the date of opening of the bid.
- B. Tenders should be quoted only by the original manufacturer (OEM) or their authorized distributor or selling agent of a particular firm, who shall submit a current authority letter in support of the same from the original manufacturer concerned in the format given at “**Annexure-III**”. Secondly, Manufacturing and Marketing certificate to be submitted as per “**Annexure-IV**”.

Bidders are required to quote strictly as per specification of the item/ Goods/Stores/products/Articles. Deviation if any to specification must be brought out clearly giving deviation statement in **Annexure-V**.

Additional features if any should be listed separately in the offer.

- C. The item/ Goods/Stores/products/Articles offered should be brand new and should not be obsolete, out of production for at least 02 years after rate contract period.
- D. The item/ Goods/Stores/products/Articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the clauses hereof. The purchaser will be entitled to reject the said item/ Goods/Stores/products/Articles or such portion thereof as may be discovered not to conform to the said description and quality.
- E. The Bidder should state categorically whether they have depots/storage points for the item/ Goods/Stores/products/Articles and efficient after sales services.
- F. Qualified Bidders are required to arrange a demonstration of the item/ Goods/Stores/products/Articles, if required by evaluation committee. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of organizing such demonstration shall be borne by the bidder.
- G. **Award of Contract:-** After due evaluation of the bid(s), Institute will award the contract to the responsive tenderer who has quoted the lowest Price in each of the items. Item wise evaluation will be done for determining lowest quoted price in each of the Items. The Purchaser will have the option to renegotiate the price with contract holders.
- H. **Warranty Clause:-**
- I. **Expiry Period:-** The Items which will be supplied should have sufficient Expiry period i.e minimum 02(Two) years from the date of manufacture(DOM).
- II. The Life period of any of the item supplied by the successful Bidder/Bidders will have the Minimum of two third of the expiry period remaining on the date of receipts of Items in AIIMS Bhubaneswar. The supplied items having less than two-third expiry period to AIIMS Bhubaneswar shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/Expiry of such items shall be replaced by the Bidder on free of cost.
- III. Conditional warranty like mishandling, manufacturing defects etc. is not acceptable.
- I. Upon receipt of notice from the buyer, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to replace the defective item/ Goods/Stores/products/Articles or parts thereof, due to breakage free of cost, at the ultimate destination. The supplier shall take over the replaced parts/accessories/stores after providing their replacements and no claim,

whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

- J.** If the supplier, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- K. Fall Clause:** If at any time during the execution of the contract, the Manufacture/Distributor/Dealer reduces the sale price or sells or offers to sell such item/ Goods/Stores/products/Articles, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhubaneswar/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhubaneswar. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhubaneswar by the Bidder or AIIMS Bhubaneswar will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
- L. Purchase Order:-** (a) will be placed from time to time during the period of the contract in which exact quantities required on each occasion together with the date of delivery shall be specified.
- (b) No guarantee can be given as to the minimum quantity which will be drawn against this contract but the rate contract holder firm will supply quantity as may be ordered during the period of the contract.
- (c) Purchase Order(s) against the contract will be accepted as long as these reach the Rate Contract holder/firm on or before last date of the contract. Purchase Orders received during the closing days should be complied within due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.

M. DELIVERY OF THE ARTICLES/GOODS:

- I.** The Delivery of items/ Goods/Stores/products/Articles should be made in good condition at the Central Stores, AIIMS, Bhubaneswar campus or place indicated in the Supply Order by the bidder at their own cost. AIIMS Bhubaneswar is not liable for payments on account of Packing & Forwarding charges, Freight, Insurance and other incidental charges.
- II.** The firm will be bound to Supply the ordered items within 30 (Thirty) days from the date of PO/SO. Extension shall not be allowed, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within 10-15 days of receipt/acceptance of

Purchase Order. Thereafter suitable action as deemed fit, will be initiated. AIIMS, Bhubaneswar will recover the general damages or extra expenditure incurred in the risk purchase at the risk and cost of bidder and amount paid in excess shall be deducted from their pending bills. The above shall be in addition to forfeiture of Bid Security and black listing of the firm depending upon the circumstances of the default/merit of the case.

- III. The supplier shall supply the materials along with copy of Invoice, Purchase Order, Test Report, Delivery Challan and other relevant documents at the Central Stores, AIIMS, Bhubaneswar. Where more than one batch of items/ Goods/Stores/products/Articles is supplied under one Invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each shall be specified. The quantity supplied shall be in terms of the Units mentioned in the Tender Document. The suppliers are cautioned that the variation in the description of product in the Invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt accordingly.
- IV. The successful Bidder shall submit the copy of the Standard Quality Certificate of analysis from their own laboratory/NABL Accredited Laboratory/Government approved Laboratory as applicable with necessary protocols for every batch of items supplied to the Central Stores, AIIMS, Bhubaneswar at the time of supply.
- V. All the aspects of safe delivery of goods shall be the exclusive responsibility of the supplier. Piece meal supply of ordered items will not be acceptable and supplier will supply all items mentioned in purchase order. In case items are not available with the manufacturer a certificate to that effect from manufacturer stating the date of availability and supply should be submitted.
- VI. Part/Partial supply will not be accepted. For any part/partial supply, the total quantity should be completed within given delivery period. However, Part Billing is strictly prohibited.
- VII. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidated damages shall be charged.
- VIII. In case the tenderer on whom the purchase order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhubaneswar) may recover from the tenderer the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by tenderer. The amount will be recovered from any of his subsequent/pending bills or Security Deposit & black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
- IX. The quantity for supply will be as per the requirement of user departments and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhubaneswar. The payment would be made for actual supply taken and no claim in this regard should be entertained.
- X. The selected Manufacturers shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS Bhubaneswar. The selected manufacturer should submit two working mail IDs for all official correspondence which will be registered in the vendor directory. Any changes in the Mail IDs must invariably be informed immediately to AIIMS, Bhubaneswar.
- N. The Director, AIIMS Bhubaneswar has full authority to take into account the performance of manufacturer/authorized dealer or distributor/bidder and they

should submit a latest performance certificate from any other Govt. Hospitals/ Institutions/PSUs to testify the proper dealing & performance as well as installation and maintenance of equipment.

O. INSPECTION OF SUPPLIES:-

Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Bhubaneswar and or his authorized representatives in AIIMS Bhubaneswar premises at designated place.

P. PAYMENTS :

- 100%payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days.
- Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be defective, or not of the desired quality at any point of time of the contract period, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhubaneswar.
- The bills raised by the selected tendering Manufacturers should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhubaneswar authorities.

Q. PENALTY CLAUSE:-

- I. The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
- II. If the supplier fails to deliver the goods on or before the stipulated date, then Late Delivery charges at the rate of 0.5% per week or part there of shall be levied subject to maximum of 10% of the total order value exceeding 3 days from the stipulated date. (Excluding the date of issue of Supply Order / acceptance letter and date of delivery). Purchaser may also resort to termination of the Supply Order & even Tender at any time after expiry of the allowable period for supply of the materials.
- III. The tendering Manufacturers shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS) Bhubaneswar while submitting the tender or at subsequent stage. Upon selection of the tendering Manufacturers, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are

found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.

R. PACKAGING & MARKING OF SUPPLIES: -The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage.

S. PERFORMANCE SECURITY DEPOSIT:-

The successful Bidder will be liable to deposit 5% of the contract value as Performance Security Deposit in favour of “AIIMS Bhubaneswar” by way of “Irrevocable Performance Bank Guarantee” or FDR (duly endorsed in favour of AIIMS Bhubaneswar) from a nationalized /Commercial Bank.

Performance Security should be kept valid beyond 60 days after completion of obligations under the contract i.e. initially for a period of 14 Months and if the contract is extended, on mutual basis, for another one year then the supplier shall extend it up to another 14 months. If the contract is extended for fourth year on mutual basis then the supplier shall extend the performance security for another 14 months.

The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

T. Parallel Rate Contract/Purchase: The AIIMS Bhubaneswar reserves the right to place an order for supply of any items mentioned in the Rate Contract at any stage to any other firm(s) without any information to the Rate Contract holder. Purchaser reserves the right to conclude one or more than rate contract for the same item.

U. DISPUTES AND ARBITRATION: -

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Director, AIIMS Bhubaneswar for arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

V. POWER TO IGNORE MINOR DEVIATION: -

AIIMS, BBSR reserve the right to ignore any trivial nature of deviation in tender documents as decided by the Competent Authority while processing the tender. The Institute may also seek any clarification / documents to substantiate the claim of the bidder at the later stage if felt necessary. However, the bidder cannot claim it as a matter of right and will be bound to comply the Terms & Conditions of the Tender without citing the ground of trivial deviation / seeking of the clarification/ documents in support of the cancellation of his/ her bid.

W. LAW GOVERNING THE CONTRACT AND JURISDICTION.

The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhubaneswar shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

X. OTHERS:-

After due evaluation of the bid, Institute will award the contract to the responsive Bidder who has quoted the lowest price of the item/ Goods/Stores/products/Articles.

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the Director, AIIMS Bhubaneswar. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by AIIMS Bhubaneswar.

The AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency during the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Equipment/ Accessories/ Items at AIIMS Bhubaneswar.

Y. Debarment from bidding.

- (i) A bidder shall be debarred if he has been convicted of an offence-
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder, shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

Z. Code of Integrity:

No official of the bidder shall act in contravention of the codes which includes

- (i) Prohibition of
 - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
 - (b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - (c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - (g) obstruction of any investigation or auditing of a procurement process.
 - (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) Disclosure of conflict of interest.

- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.

The purchaser will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

The Director, AIIMS Bhubaneswar (Odisha, India) has the full and exclusive right to accept or reject, increase or decrease the order quantity, any or all the terms of the tender without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Seal & Signature of Bidder

E-TENDERING INSTRUCTIONS TO BIDDERS

General:

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS BHUBANESWAR has decided to use the portal www.tenderwizard.com/AIIMSBBSR, <https://eprocure.gov.in> **or** www.aiimsbhubaneswar.nic.in

Instructions:

1. Tender Bidding Methodology:

Two Stage Online Bidding

2. Broad outline of activities from prospective Bidders:

1. Procure a Class III Digital Signature Certificate (DSC)
2. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR
3. Create Users on the above portal
4. View Notice Inviting Tender (NIT) on the above portal
5. Download Official Copy of Tender Documents from the above portal
6. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS,BBSR
7. Bid-Submission on the above portal.
8. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part
9. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
10. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders)

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the above portal.

3. Digital Certificates:

For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

4. Registration :

To use the Electronic Tender portal www.tenderwizard.com/AIIMSBBSR, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated.

1. The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
2. Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.
3. It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
4. The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

Bid submission

The entire bid-submission would be online on the Tenderwizard portal i.e. <https://www.tenderwizard.com/AIIMSBBBSR>

Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial)
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents/Addendums.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as **Annexure** are to be uploaded.

Processing Fee : Firm have to pay processing fee (i.e. 0.1% of ECV+ GST as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

Offline Submissions:

The bidder is requested to submit the following documents offline to **The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Bhubaneswar (Odisha) – 751019** on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

1. EMD-Bid Security in Original, in shape of FDR/BG only pledged in favour of AIIMS, Bhubaneswar, valid for a period 180 days
2. Documents as Per NIET

Public Online Tender Opening Event (TOE)

The e-Procurement portal offers a unique facility for ‘Public Online Tender Opening Event (TOE). Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)' has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'. The portal provides a unique facility of 'Online Comparison Statement' which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled 'Online Tender Opening Event (TOE)' covering all important activities of 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/Downloading'. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder's end, especially during 'critical events' such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder's responsibility to have backup internet connections. In case there is a problem at the e-procurement / e-auction service-provider's end (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMSBBBSR by the bidders in time, then AIIMSBBBSR will promptly reschedule the affected event(s).

Other Instructions

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:

1. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
2. Register your organization on the portal well in advance of your first tender submission deadline on the portal
3. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal
4. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc)

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) Vendors Training Program Necessary training to each and every registered bidder under this portal shall be imparted by the ASP, M/s. ITI, Bhubaneswar, if required, before participation in the online tendering.

For any further assistance, please contact Mr Swadesh Kumar Bal (07377708585/09776823641), Helpdesk-011-49424365, ITI email ID for mailing communication:-twhelpdesk404@gmail.com /twhelpdesk680@gmail.com/ twhelpdesk614@gmail.com

Please see annexure enclosed: - Annexure-I to IX

S/N	Particulars	Annexure Ref.	Refer Page
1	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	22-23
2	Criminal Liability Undertaking	Annexure- II	24
3	Manufacturers Authorisation Form	Annexure- III	25
4	Manufacturing and Marketing certificate	Annexure- IV	26
4	Deviation Statement Form	Annexure- V	27
5	Performance Statement Form	Annexure- VI	28
6	Financial Bid (PART -I)	Annexure- VII	29-30
7	Performa of performance Guarantee/Bank Guarantee bond	Annexure- VIII	31
8	Format of Contract Agreement	Annexure- IX	32-35

**Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar**

Name of the E-Tender: Supply of Various Opioid (Narcotic Analgesic) Drugs
On Rate contract Basis at AIIMS, Bhubaneswar.

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

To

The Director,

AIIMS Bhubaneswar,

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded items in the approved prices to AIIMS Bhubaneswar.
3. The item/ Goods/Stores/products/Articles shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We undertake to arrange for a demonstration of the item/ Goods/Stores/products/Articles, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We hereby undertake to supply the item/ Goods/Stores/products/Articles during the validity of tender as per directions given in supply order within stipulated period positively.
6. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
7. If I/We fail to supply the item/ Goods/Stores/products/Articles in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
8. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience. Failing to which penalty will be imposed as per penalty clause.
9. Performance security as 5% of the contract value for supply of item/ Goods/Stores/products/Articles value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank

and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 14 months which will be extended for another 14 months, if the contract is extended applicable terms).

10. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
11. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the tendered items at the prices and rates not exceeding those mentioned in the Financial Bid.
12. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
13. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each item/ Goods/Stores/products/Articles by Principal Manufacturer in Original to AIIMS Bhubaneswar.
14. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

With seal of firm

(Name of Bidder)

Place

Date.....

Name of the E-Tender: Supply of Various Opioid (Narcotic Analgesic) Drugs On Rate contract Basis at AIIMS, Bhubaneswar.

CRIMINAL LIABILITY UNDERTAKING

(To be executed on ₹ 10/-Non-judicial Stamp Paper duly attested by Public Notary)

I.....S/o.....
Resident of
.....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of
M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted by any Government authority/ organisation.
4. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

Signature

(Name)

Seal of the participating Bidder Company

Affirmation/Verification
By Notary Public

Manufacturers' Authorisation Form

(The Bidder shall require the manufacturer to fill in this form in accordance with the instructions indicated. This letter of authorisation should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.)

Date: ***Insert date (as day, month and year)*** of Bid Submission

Tender No.: ***(Insert number from Invitation for Bids.)***

To

The Director

AIIMS Bhubaneswar

Sijua, Odisha, India

WHEREAS

We ***(Insert Complete name of Manufacturer)***, who are official manufacturer in ***(Insert type of goods manufactured)***, having factories at ***(insert full address of Manufacturer's Factories)***, do hereby authorise (***Insert Complete Name of Bidder***) to submit a bid the purpose of which is to provide the following equipment/Items, manufactured by us (***insert name and or brief description of the Item***), and to subsequently negotiate and sign the contract.

We accept the Warranty / Guarantee condition mentioned in the tender documents of AIIMS Bhubaneswar.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent including availability of the items, for the period of 02 years during rate contract period for supplied Items to AIIMS Bhubaneswar.

Signed : ***(insert signature of authorised representative of the manufacturer)***

Name : ***(insert complete name of authorised representative of the manufacturer)***

Duly authorised to sign this authorisation of behalf of: ***(insert complete name of Bidder)***

Date on _____ day of _____, _____ ***(insert date of signing)***

Manufacturing & Marketing Certificate**(To be submitted in Technical Bid)**

(IN LETTER HEAD OF THE LICENSING AUTHORITY)

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING (DRUG ITEMS)

Tender Ref.No:

THIS IS TO CERTIFY THAT THE FOLLOWING PRODUCTS ARE BEING MANUFACTURED
AND MARKETED BY

M/S_____

ADDRESS_____

_____AS PER THE DETAILS
MENTIONED BELOW:

S/N	Name of the Item	Specification of item	Name of the Official Compendia (IP/BP/USP/EP)	Manufacturing and marketing since (Month/year)	Manufacturing License Number
1					
2					
3					

(ATTACH SEPARATE SHEETS IF THE QUOTED ITEMS ARE MORE IN NUMBERS)

Signature

and seal of the Manufacturer/Bidder

NAME:

DESIGNATION OF LICENSING AUTHORITY:

SEAL

DATE:

NOTE: THE BIDDERS MAY FURNISH THE MARKET STANDING CERTIFICATE AS PER THE
FORMAT OF THE CONCERNED NABL/GLB, IF IT IS NOT POSSIBLE TO PROVIDE THE
MARKET STANDING IN THE ABOVE FORMAT.

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Technical Bid Specifications (parameter wise).

Specification	Deviations	Remarks (including Justification)

Note :

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating (parameter wise) “***No Deviations***”

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Performance Statement Form

Name of the Firm

Sl No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order (Equipment)	Have the items been installed & Commissioned satisfactorily (Yes/No)

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached.

Financial Bid (Part –I)

Sl. No	Name of Items	Strength	Formulation Unit	Rate Per Unit	GST (%)	GST Amount	Amount (including GST)
1.	Butorphanol	Injection 1mg/ml	Ampoule				
2	Codeine phosphate	Tablet 30mg	Tablet				
3	Fentanyl	Injection 50 mcg/ml 2 ml	Ampoule				
4	Fentanyl	Injection 50 mcg/ml 10 ml	Ampoule				
5	Morphine	Injection 10 mg/ml	Ampoule				
6	Morphine	Injection 15 mg/ml	Ampoule				
7	Morphine	Tablet 10 mg	Tablet				
8	Morphine	Tablet 30 mg	Tablet				
9	Morphine C R	Tablet 30 mg	Tablet				
10	Bupenorphone	Tablet 0.3 mg	Tablet				
11	Bupenorphone	Patch 10 mg,5 mg	Patch				
12	Methadone	5 mg,15 mg	Bottle				
13	Nalbuhine	Injection 10 mg/ml	Ampoule				
14	Pentazocaine	Injection 30 mg/ml	Ampoule				
15	Pentazocaine	Syrup 5 mg/5 ml	Bottle				
16	Promethazine	Injection 50 mg/ 2 ml	Ampoule				
17	Tramadol	Injection 50 mg/ml	Ampoule				
18	Tramadol	Capsule 50 mg	Capsule				
19	Trypsin Chymotrypsin	Tablet 10 mg +3 mg	Tablet				
3	Manufacturer Name:						
4	Certification of article: Drug Controller General (India)/Narcotic drug licence Authority						

1. I/We have gone through the Terms & Conditions as stipulated in the tender enquiry document and confirm to accept and abide by the same.

2. The above quoted rates are inclusive of packing & forwarding charges, insurance, freight and other incidental charges payable up to AIIMS Bhubaneswar site. No other charges would be payable by the Institute.
3. That I/We shall supply the items of requisite quality.
4. **Delivery of stores:** within 30 days from the date of PO at AIIMS, Bhubaneswar.
5. **Warranty:** The Items which will be supplied should have sufficient Expiry period i.e minimum 02(Two) years from the date of manufacture(DOM).
6. That I/We undertake that the information given in this tender are true and correct in all respect..

Signature of the bidder with seal.

Date:

Place:

Form of Performance guarantee / Bank guarantee bond

In consideration of the Director of All India Institute of Medical Sciences Bhubaneswar (hereinafter called "AIIMS Bhubaneswar") having offered to accept the terms and conditions of the proposed agreement between AIIMS Bhubaneswar and (hereinafter called "the said Vendor(s)") for the supply, installation & commissioning of (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS Bhubaneswar an amount not exceeding Rs. (Rupees..... Only) on demand by the AIIMS Bhubaneswar.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS Bhubaneswar stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupeesonly)
3. We, the said bank further undertake to pay the AIIMS Bhubaneswar any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS Bhubaneswar under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Bhubaneswar on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We, (indicate the name of the Bank) further agree with the AIIMS Bhubaneswar that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS Bhubaneswar or any indulgence by the AIIMS Bhubaneswar to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated theday offor.....(indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG).

Contract Form

(To be made on Rs 100.00 Non Judicial Stamp/E Stamp Paper)

Contract Agreement for Various Opioid(Narcotics Analgesic) on Rate Contract Basis**Name of the Product (Manufacturer Name:)**

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Nineteen between **All India Institute of Medical Sciences(AIIMS) Bhubaneswar, Sijua, Dumuduma, Bhubaneswar-751019 (Odisha)** (hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Party**.

BETWEEN

M/s. _____, having its registered office at _____ (hereinafter called the '**Vendor/Agency/OEM/ Authorized Dealers**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Party**.

WHEREAS the '**Client**' is desirous to engage the '**Vendor**' for supplying, installation & commissioning of **Name of the Product** (**Manufacturer Name:**) on e-Tender basis at AIIMS Bhubaneswar for which the '**Vendor**' has accepted the terms and conditions as per the Tender document for execution and completion of supply, installation & commissioning of Name of the Product (Make: & Model:) as well as guarantee of such works and rectification of defects therein.

Terms & Conditions of the Contract Agreement:

- 1. Period of Contract Agreement: The contract shall be for a period of 01 (One) years on Rate Contract basis extendable for another one year on mutually agreeable conditions from the date of award of Contract.**
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:**
 - (a) Notice Inviting Bid, Eligibility Criteria & Instruction to Bidders (NIB, ITB & Eligibility Criteria).
 - (b) General Conditions of Contract (GCC).
 - (c) Special Condition of Contract.
 - (d) Technical Specification
 - (e) Technical and Financial Bid
 - (f) Clarifications of Pre Bid queries during first call and amendment/ corrigendum during first call.
 - (g) Financial Bid amendment/corrigendum on technical specifications.
 - (h) All the correspondence till award of contract i.e. Notification of Award, Performance Bank Guarantee etc.
 - (i) Supply/Purchase Order
 - (j) Payment Terms: as per Terms & Conditions of the Tender Document
 - (k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document

3. Warranty/Guarantee of the Pressure Transducer:

Replacement will be undertaken for the Sub standard/low quality Item at no extra cost.

4. Expiry Period:-The Items which will be supplied should have sufficient Expiry period i.e minimum 02(Two) years from the date of manufacture (DOM).

II. The Life period of any of the item supplied by the successful Bidder/Bidders will have the Minimum of two third of the expiry period remaining on the date of receipts of Items in AIIMS Bhubaneswar. The supplied items having less than two-third expiry period to AIIMS Bhubaneswar shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/Expiry of such items shall be replaced by the Bidder on free of cost.

4. Penalty & Recovery of Sums Due:

(a) Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to replace the defective Pressure Transducert/Accessories or parts thereof, free of cost, at the ultimate destination. The Contract holder shall take over the replaced parts/accessories/stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/accessories/stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.

(b) If the Vendor, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the Vendor and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the Vendor.

(c) In case the Penalty Amount is not paid by the Vendor, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the Vendor.

5. AIIMS Bhubaneswar shall not be responsible for any financial loss or other damage or injury to any item supplied or person deployed by the vendor in the course of their performing the duties in connection with purchase order/supply order.

6. Fall Clause: If at any time during the Contract period, the Vendor/Manufacturer/Distributor/Dealer reduces sale price or sells or offers to sell such stores, as are covered under the contract to any person/Organization including the purchaser or any Department of Central Government of any Department of AIIMS, Bhubaneswar Hospital/PSUs at a price lower than the price chargeable under the contract. The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency, If any such price reduction in case for any of above approved item come to the notice of AIIMS Bhubaneswar, the Supplier Agency is liable to pass on correspondingly reduction of price to AIIMS, Bhubaneswar and deposit such reduction price difference to AIIMS Bhubaneswar, in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

7. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.

8. Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contact nor shall either party have any

claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, BBSR shall be at liberty to terminate the contract.

- 9. Performance Security:** The Vendor/Agency/Authorized Dealer have to furnish Performance Security as 5% of contract Value in shape of FDR/TDR/Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 14 months i.e. One Year + Two months after completion of obligations under the contract and if the contract is extended, on mutual basis, for another one year then the supplier shall extend it up to another 14 months.
- 10.** The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 11. Insolvency etc.:** In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.
- 12. Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.
- 13. Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.
- 14. Obligation of the Vendor:** The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Vendor shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- 15.** In addition to above, all other terms and conditions expressed and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of _____ Two Thousand Nineteen and shall be valid for Five Years.

IN WITNESS WHERE OF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhubaneswar in the presence of the witness:

