



ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Bhubaneswar,(Odisha)–751 019

Website: www.aiimsbhubaneswar.nic.in

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

E-Tender Ref. No.: AIIMS/BBSR/S&P/COVID-19/35

e-TENDER DOCUMENT

TENDER FOR SUPPLY OF

“REMDESIVIR 100MG INJECTION”

TO AIIMS, BHUBANESWAR ON RATE CONTRACT BASIS

**FOR A PERIOD OF ONE YEAR FROM THE DATE OF
AGREEMENT EXTENDABLE FOR ONE MORE YEAR ON
MUTUALLY AGREED TERMS AND CONDITIONS**

INDEX

S.NO	DESCRIPTION		PAGE NO.
1		NOTICE INVITING TENDER	
2	SECTION - I	TENDER SCHEDULE	04
3	SECTION - II	INSTRUCTION TO BIDDERS	05
4	SECTION - III	TWO BIDS SYSTEM	05
5	SECTION - IV	ELIGIBILITY CRITERIA	06
6	SECTION - V	TECHNICAL SPECIFICATION OF ITEMS	06
7	SECTION - VI	GENERAL CONDITION OF CONTRACT	06-11
8	SECTION - VII	INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BID	11-13
9	SECTION – VIII	CHECKLIST OF IMPORTANT DOCUMENTS	14
10	SECTION - IX	FORMAT FOR FINANCIAL BID	15
11	SECTION - X	FORMATS FOR BIDDERS (ANNEXURES FOR TECHNICAL BID)	16-22



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E-TENDER DOCUMENT

Name of the E-Tender: Tender for Supply of “Remdesivir 100mg Injection” to AIIMS, Bhubaneswar on Rate Contract Basis for a period of one year from the date of Letter of Award extendable for one more year on mutually agreed Terms and Conditions.

Notice Inviting E-Tender

E-Tender No.: AIIMS/BBSR/S&P/COVID-19/ 35

Dated: 24-08-2020

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible Manufacturers only through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.tenderwizard.com/AIIMSBBSR>) on mutually agreed terms and conditions and satisfactory performance for Rate Contract for Supply of **Remdesivir 100mg Injection** at AIIMS Bhubaneswar and supply of items as per the Specifications. **The Rate Contract Shall be for a period of 1(One) year extendable for another one year on mutually agreeable conditions.**

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/AIIMSBBSR>

For E-tendering Queries contact Representative of

***ITI Limited(Bhubaneswar).Email:twhelpdesk614@gmail.com or
twhelpdesk404@gmail.com,Mob:07377708585/011-49424365.***

Section-I

TENDER SCHEDULE

1.1 Schedule of Tender

Bid Ref.No./E-Tender No.- AIIMS/BBSR/S&P/COVID-19/35

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, Room No.127, 1st Floor, Academic Block, AIIMS Bhubaneswar-751 019 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 Bidder.

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	:	NIL
Validity of Bid	:	60 (sixty) days from the last date of bid submission.
Performance Security	:	Minimum Rs.1,00,000/-(Rupees One Lakh only)
Validity of Performance security	:	The performance security shall remain valid for a period of 14 months from the date of Agreement.
Venue	:	All India Institute of Medical Sciences, Sijua, Patrapada, Bhubaneswar-751019

2.2 Important Dates

Issue/Publishing Date	:	Dt. 24/08/2020
Start date and time of submission of e-tender (Bid)	:	Dt. 25/08/2020 at 03:00 PM
Last date & Time of Submission of e-Tender (Bid)	:	Dt. 08/09/2020 at 11.00 AM
Date & time of online Technical Bid opening of e-Tender	:	Dt. 08/09/2020 at 12.00 PM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

Section-II

INSTRUCTION TO BIDDERS

The Bidder is expected to examine all instructions section wise. 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.

2.1 Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.

Section-III

TWO BID SYSTEM AND CONDITIONS

- 3.1 Technical Bid:** All required documents are to be submitted/ uploaded online.
- 3.2 Financial Bid:** The Financial Bid to be submitted on line as per prescribed format in Section IX. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.
- 3.2.1** The Rates are to be quoted in the given format "Section-IX".
- 3.2.2** All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.
- 3.2.3** The rates should be quoted in Indian Rupees in figure as well as in words only.
- 3.2.4** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 3.2.5** **L-1 will be decided on the lowest price excluding GST of product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items.
- 3.2.6** The price in the Financial Bid to be quoted as per the formulation unit only as mentioned in the list of items.
- 3.2.7** The Tender Evaluation Committee may also verify the veracity of claims in respect of known performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.
- 3.2.8** An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

Section-IV
ELIGIBILITY CRITERIA

- 4.1 Bidder shall only be a manufacturer/Importer having valid own manufacturing/Import license for “Remdesivir 100mg Injection” with product registration certificate of “Remdesivir 100mg Injection” issued by the appropriate Central/State Govt. agency as applicable.

Section-V
TECHNICAL SPECIFICATION OF LIST OF ITEMS

- 5.1 General Specification item wise:

Remdesivir 100mg Inj.

Section-VI
GENERAL CONDITIONS OF CONTRACT

- 6.1 **Validity of Tender:** The validity of the Bid Tender Document shall be for **60(sixty) days**.
- 6.2 The supply of Remdesivir 100mg Injection should be of required quality/ standard as per specification, having useful life as specified in this tender and supply should be made in good condition to the Central stores, AIIMS, BBSR by the bidder at their own cost i.e., F.O.R.at AIIMS Bhubaneswar. Any spurious/ to be expired/ sub-standard item has to be replaced by the bidder without any fail at their own cost. If the supplier, having been notified, fails to respond to take action to replace the sub-standard items within 3 (three) days 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.
- 6.3 **Fall Clause:** If at any time during the execution of the contract, the price of the subject item is reduced or brought down by any law or Act of the Central or state Govt. OR the Manufacturers reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/organization including the purchaser or any department of Central Government or any 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.

- 6.4 Purchase Order(s)** will be placed from time to time during the currency of the contract on “as and when required basis” in which exact quantities required on each occasion together with the date of delivery shall be specified.
- 6.4.1** No guarantee can be given as to the minimum quantity which will be drawn against this contract but the rate contract holder firm will have to supply quantity as may be ordered during the currency of the contract.
- 6.4.2** 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 currency of the contract. Purchase Orders received during the closing days should be complied with in 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.
- 6.5 Delivery of supplies/Stores:** Delivery of stores shall be F.O.R to Central Store, AIIMS Bhubaneswar. The AIIMS Bhubaneswar is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
- 6.5.1** The firm will be bound to supply the ordered items preferably within 15 days of issuance of purchase order and maximum by 30 days of issuance of purchase. Extension shall not be allowed in ordinary course, 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 due date.
- 6.5.2** 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. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ PO. *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.*
- 6.5.3** If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage(LD) charges at the rate of 0.5%per week or part there of exceeding 3 days from the stipulated date. (Excluding the date of issue of purchase Order/acceptance letter and date of delivery) shall be levied subject to maximum of 10%of the total order value. Purchaser may also resort to termination of the Purchase Order & even contract at any time after expiry of the allowable period for supply of the materials. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
- 6.5.4** Part/Partial supply will not be accepted. However, in special circumstances, part supply may be accepted as per the institutional requirement with prior written permission and total delivery is to be completed within stipulated delivery period. The Part billing is strictly prohibited.
- 6.5.5** 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 liquidates damages shall be charged.

- 6.5.6** In case the bidder 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 bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. 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.
- 6.5.7** 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 made as per purchase order.
- 6.6** **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.
- 6.6.1** 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 sub-standard, 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.
- 6.6.2** The bills raised by the selected Bidder 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.
- 6.7** 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 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.
- 6.8** The Lowest quoted rate by the selected tendering Manufacturers as approved by the All India Institute of Medical Sciences (AIIMS) Bhubaneswar, shall remain valid throughout the period of contract and the request to increase the rate of the item, during the currency of contract, shall not be entertained at any stage.
- 6.9** 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.

- 6.10** Considering the short shelf life of 03 months, the drug should have a Minimum of two months' expiry period remaining on the date of receipts of Items in AIIMS Bhubaneswar. However, in exceptional cases the drugs with lower expiry may be accepted subject to approval of Competent Authority.
- 6.11** 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 in the course of their performing the duties to this office in connection with purchase order/purchase order for supplying of Stores/Goods/Items at AIIMS Bhubaneswar.
- 6.12** **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.
- 6.13** **Performance Security Deposit:** -The successful bidder will be required to furnish a Performance Security Deposit of minimum of Rs.1,00,000/-(Rupees One Lakh only) in favour of "AIIMS Bhubaneswar" by way of "Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt" (in favour of AIIMS, Bhubaneswar) from Nationalized/Commercial Bank which is refundable. The performance security shall remain valid for a period of 14 months from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 6.14** **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 one rate contract for the same item.
- 6.14.1** The rate Contract may be awarded to L1 tenderer. However, AIIMS Bhubaneswar may call counter offer from higher quoting responsive tenderer against the L1 price under the intimation to L1 asking them to send their revised tenders in sealed covers/through email or online e-bidding platform to be opened in public at a specified place, date and time. The tenderers, who accept the counter offered rate or rate lower than that, may be awarded parallel rate contracts. If L1 lowers its rate in its revised offer, same may also will be accepted with effect from that date and its rate contract will also be amended accordingly.
- 6.14.2** If the price of the lowest responsive tenderer(L1) is not reasonable, price negotiation may be conducted with L1 in the first instance and L1 agrees to bring down the price to the desired level in the first instance itself, rate contract will be concluded with it and the price counter offered to other responsive tenderers under intimation to L1 for further action in identical manner as indicated in the above clause 6.14.1. If, however, L1 does not agree to reduce its price in the first instance itself, then the price which has been decided as reasonable may be counter offered to all the higher quoting responsive tenderers (including L1) for further action as above lines.
- 6.15** Conditional Bids will be treated as unresponsive and therefore shall be rejected.

- 6.16** The Institute reserves the right to accept in part or in full or reject any or more Tender/offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
- 6.17** The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.
- 6.18 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 restrictions, strikes, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof. Neither party shall by reason of such event be entitled to terminate this contract 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, that 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 may, opt to terminate the contract.
- 6.19 Debarment from bidding:**
- 6.19.1** A bidder shall be debarred if he has been convicted of an offence-
- under the Prevention of Corruption Act, 1988 or
 - 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.
- 6.19.2** A bidder debarred under sub-section 6.19.1 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 will maintain such list which will also be displayed on the website of Central Public Procurement Portal.
- 6.19.3** 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.
- 6.19.4** The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- 6.20 Code of Integrity:**
- 6.20.1** No official of the bidder shall act in contravention of the codes which includes 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 to otherwise 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 anti-competitive 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.
 - i) disclosure of conflict of interest.
 - j) 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.
- 6.20.2** 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.
- 6.21** The Director, AIIMS Bhubaneswar, Odisha, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.
- 6.22 Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by 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.

Section-VII

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

- 7.1 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.

7.1 Instructions:

- a) **Tender Bidding Methodology:** Two Stage Online Bidding
- b) **Broad outline of activities from prospective Bidders:**
 - i. Procure a Class III Digital Signature Certificate (DSC).
 - ii. Register on the e-Procurement portal www.tenderwizard.com/AIIMSBBSR.
 - iii. Create Users on the above portal.
 - iv. View Notice Inviting Tender (NIT) on the above portal.
 - v. Download Official Copy of Tender Documents from the above portal.
 - vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, BBSR.
 - vii. Bid-Submission on the above portal.
 - viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
 - ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMSBBSR's Post-TOE queries.
 - x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).
- c) 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>].
- d) 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
- e) The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
- f) 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.
- g) 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.

- h) 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.

7.2 Bid submission: The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMSBBSR> 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.

7.3 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 AIIMSBBSR by the bidders in time, then AIIMSBBSR will promptly reschedule the affected event(s).

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.

7.4 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.

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

- i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.

- ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
- iv. 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.

Section-VIII
CHECKLIST OF IMPORTANT DOCUMENTS

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

S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
1	Details of Bidders as per Annexure-I	Mention in Letter Head		
2	GST Registration No.	Attested copy of GST Registration Certificate		
4	Undertaking for acceptance of all Terms & Conditions in original (Annex. -II).	Annexure –II typed on Letter Head.		
5	Undertaking as per (Annex. –III) on Letter head	Annexure –III typed on Letter Head.		
6	If manufacturer, Manufacturing Licence for Remdesivir 100mg Injection.	Attested copy of License		
7	If importer, Import Licence and product registration Certificate for Remdesivir 100mg Injection with product registration certificate.	Attested copy of License		
8	Any other information (viz. DCGI approval etc.) , if necessary			

Signature of the bidder with seal.

Place:

Date:

Section-IX
Financial Bid

S.No.	Drug Description	Brand Name	Formulation unit	Pack Size	MRP inclusive of GST in Rs.	Unit price excluding GST (up to 3 decimal) in Rs.	HSN Code	GST%
1	Remdesivir 100mg Injection		One vial					

Note:

The price in the Financial Bid to be quoted per vial and not the Pack Price.

The price to be quoted is inclusive of packing & forwarding, transit insurance, loading & unloading, labour charges and all other incidental charges up to delivery at Central Store, AIIMS Bhubaneswar.

GST if applicable will be charged extra showing rate percentage separately against each item.

MRP (Maximum Retail Price) as per the manufacturer.

Certificate:

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. No other charges would be payable by the Institute
3. That I/We shall supply the items of requisite quality and quantity as per PO placed.
4. That I/We undertake that the information given in this tender are true and correct in all respects

Signature of the bidder with seal.

Place:

Date:

Section-X**ANNEXURE-I****(To be submitted on bidder's Letter head in Technical Bid)****Details of Bidder**

GENERAL INFORMATION ABOUT THE BIDDER				
	Name of the Bidder			
	Registered address of the Firm			
	State		District	
	Telephone No.		E-mail ID	
	Website			
Two Contact Persons Details				
	Name		Designation	
	Telephone No.		Mobile No.	
	Name		Designation	
	Telephone No.		Mobile No.	
Communication address				
	Address			
	State		District	
	Telephone No.		Email	
	Website			
Details of Authorized Distributor				
	Name		Designation	
	Telephone No.		Mobile No.	
	If/whether authorization is only for supply			
	If/whether authorization is for collecting PO, supply and raising Bills on behalf of Bidder			
Type of the Firm (please tick ✓)				
	Private Ltd.		Public Ltd.	
	Partnership		Society	
	Registration No. & Date of Reg			
Nature of Business				
	Manufacturer			
	Direct Importer			
Name designation and address of the person(s) responsible to the Company as per Sec.34 of D & C Act 1940				
	Name		Designation	
	Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender.			Yes/No
	Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities.			
	Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected) a. Name of the Bank : b. Full address of the Branch concerned : c. Account no. of the bidder : d. IFS Code of the Bank :			

Signature and seal of the Firm/organization

Place:

Date:

Annexure-II

Name of the E-Tender: Tender for supply of Remdesivir 100mg Injection to AIIMS, Bhubaneswar on Rate Contract Basis for a period of one year from the date of Letter of Award extendable for one more year on mutually agreed Terms and Conditions.

UNDERTAKING

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

(To be typed on Company Letter head)

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 articles shall be 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. Performance security of Minimum Rs.1,00,000/-(Rupees One Lakh only) 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 Contract period plus two months (i.e. for 14 months, extendable if required).
5. 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.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
8. If I/We fail to execute the contract after receipt of NOA within stipulated time or fail to supply the stores in stipulated period the AIIMS Bhubaneswar has full power to compound or forfeit the Bid Security/ Performance Security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
10. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Director, AIIMS Bhubaneswar, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. 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 Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
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 and seal of the Manufacturer/Bidder

ANNEXURE-III

Name of the E-Tender: Tender for supply of Remdesivir 100mg Injection to AIIMS, Bhubaneswar on Rate Contract Basis for a period of one year from the date of Letter of Award extendable for one more year on mutually agreed Terms and Conditions.

UNDERTAKING

(To be typed on Company Letter head)

I..... S/o, D/o, W/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/ debarred from any contract by any Government authority/organization.
4. I/We have not quoted the price higher than previously supplied to any Government Institute/Organisation/ PSU/reputed Private Organization or rate of Rate contract with Govt. procurement Agency in recent past.

Name&Signature
Seal of the participating Bidder Company

Affirmation/Verification

Notary Public

Contract Form

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

(To be executed only after issue of Letter of Award)

Rate contract for supply of Remdesivir 100mg Injection at AIIMS, Bhubaneswar up to /2021
extendable for another financial year on mutually agreed Terms and conditions.

Tender Ref.: AIIMS/BBSR/S&P/COVID-19/.

This agreement is made at Bhubaneswar on the _____ day _____ month of Two Thousand Twenty 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 '**Manufacturer/Importer**' 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 '**Manufacturer/Importer**' for providing **Remdesivir 100mg Injection** on Rate Contract basis for AIIMS Bhubaneswar as per the terms and conditions stated below: -

1. **Period of Rate Contract:** The Rate contract shall be valid for one year from the date of execution of the contract by the respective parties. The contract may be extendable, subject to maximum period of 01 (One) financial year, on the same terms and conditions or with some addition/deletion/modification as mutually agreed upon by the Second Party and All India Institute of Medical Sciences (AIIMS) Bhubaneswar.
2. The Manufacturer/Importer's services would be required to provide /supply of **Remdesivir 100mg Injection** for All India Institute of Medical Sciences (AIIMS) Bhubaneswar as and when required basis against a confirmed Purchase Order as per terms and conditions mentioned therein.
3. Order for items shall be placed on requirement basis and have to be delivered within the delivery period mentioned in the PO. Delivery of the ordered items shall be made on all working days between 09:30 A.M. to 05:30 P.M. (Monday to Friday). On Saturdays the delivery time shall be from 09:30 A.M. to 01:00 P.M. No separate charges for delivery of goods would be paid by the client. Part supply is prohibited. However, in exceptional circumstances part supply may be made with genuine reasons and prior intimation to Stores and Purchase Section. Part Billing is strictly prohibited. Bills in triplicate along with the bank details of the PAC holder/Agency/Authorized Dealers should be raised for payment. Payment shall be released after deducting statutory dues as per Government rules from time to time such as TDS, GST etc. Payment shall be released only after it is ensured that the quantity and quality of items supplied are to the entire satisfaction of the client and as per the requirement of AIIMS, Bhubaneswar. If any item(s) are found to be spurious, or not of the desired quality, the same shall be replaced by the PAC holder/Agency/Authorized Dealer immediately for which no extra payment shall be made by AIIMS, Bhubaneswar. Supply of ordered items should always be at Central Stores, AIIMS, Bhubaneswar.

4. Penalty & Recovery of Sums Due:

- (i) If the Manufacturer/Authorized Dealer fails to deliver the **Remdesivir 100mg Injection** or replace the defected/spurious/expired/ soon to expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% of total order value per week or part thereof exceeding 3 days (date of purchase order and date of

delivery being excluded), subject to maximum of 10% of total order value. Such penalty (L.D.) shall be deducted from the PAC holder/Agency/Authorized Dealer's pending bills or Performance Security.

(ii) On failure by the Manufacturer/Importer/Authorized Dealer to supply the desired **Remdesivir 100mg Injection**, if the items are procured from other sources, any extra cost incurred/paid on account of such other sources procurement by AIIMS, Bhubaneswar will be recovered from any of his subsequent/pending bills or Performance Security Deposit. In case of change in Local Authorized dealer by Manufacturer, any pending purchase order should be completed within stipulated delivery period. LD recoverable on such non-compliance shall be recovered from pending bills or Performance Security.

(iii) In case the sum of the above is insufficient to cover the full amount recoverable, the Manufacturer shall pay to the client, on demand of the remaining balance due.

5. Upon selection of the Manufacturer/Importer/Authorize Distributor, if at any stage, the documents furnished by him/her is found to be false or the quality of the items are found to be poor quality/different specifications, or rates are higher than the quoted rate it would be deemed to be a breach of terms of contract and the contract shall be cancelled and performance security shall be forfeited.

6. The rate quoted by the selected Manufacturer or which have been approved after due negotiation by the AIIMS, Bhubaneswar shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.

7. Subletting of Contract:

The Manufacturer/Authorized Distributor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Manufacturer/Authorized Distributor without prior written consent of the AIIMS, Bhubaneswar. If it is found that the Manufacturer/Authorized Distributor has given sub-contract for supply of **Remdesivir 100mg Injection** for AIIMS, Bhubaneswar on the basis of Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.

8. 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.

9. Fall Clause:

(i) Prices charged for supplies under PAC Contract by the supplier should in no event exceed the lowest prices at which he quotes/bids to sell or sells the stores of identical description to any other Govt. hospitals/renowned private hospitals during the period of the contract.

(ii) If at any time during the period of contract, the prices of rate contract items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This Client will not accept any higher rates after wards.

(iii) If at any time during the period of contract, the supplier quotes the sale price of such goods to any other Govt. hospitals/renowned private hospital at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the PAC contract for

Remdesivir 100mg Injection supplied from the such date shall stand correspondingly reduced as per above stipulation.

10. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the PAC 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.

11. 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 contract 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.

12. Any complementary scheme offered by the Manufacturer shall be provided to the AIIMS Bhubaneswar with no additional cost.

13. Price List & Implementation of GST:

(i) The **Remdesivir 100mg Injection** to be supplied by the Manufacturer/Importer/Authorized Distributor under Rate Contract basis is attached herewith as (Annexure- A).

(ii) **GST:** After implementation of GST, if there is any reduction in the basic price structure, the same must be intimated to AIIMS, Bhubaneswar with details. The Vendor is also to pass the input credit as per the following Anti Profiteering clause of GST to AIIMS, Bhubaneswar by way of commensurate reduction in the prices. In the event of increase in price, detailed justification and supporting evidence to be submitted for the consideration of AIIMS, Bhubaneswar.

14. **Performance Security:** The Supplier have to furnish Performance Security of Rs.1,00,000/- (Rupees One Lakh Only) in shape of FD/TDR/Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid up to 31/11/2022.

15. **Arbitration:** If any difference arises concerning this agreement and its interpretation, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, Sole arbitrator will be appointed by the Director, AIIMS Bhubaneswar in accordance with the Arbitration & Conciliation Act 1996 or its subsequent amendment. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

16. **Insolvency etc.:** In the event of the Manufacturer/Importer/Authorized Distributor 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.

17. **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.

18. **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.

All other terms and conditions mentioned in the Tender document will constitute a part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month of

_____Two Thousand Nineteen and shall be valid for current Financial Year.

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:

For and on behalf of the 'Manufacturer' Signature of the Authorized Official Name of the Official Seal of the 'Manufacturer' Signed, sealed and delivered by the said official of PAC holder in presence of	For and on behalf of the 'Director, AIIMS, Bhubaneswar' Signature of the Authorized Officer Name of the Officer Seal of the Authorized Officer Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____