



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

Website: www.aiimsbhubaneswar.nic.in

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

E-Tender Ref. No.: AIIMSBSR/11086/044/POSACONAZOLEINJ/2021-22/S&P/08

e-TENDER DOCUMENT

SHORT NOTICE TENDER FOR SUPPLY OF “200 NOS. VIAL OF INJECTION POSACONAZOLE 300mg./16.7ml ” TO AIIMS, BHUBANESWAR.

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E-TENDER DOCUMENT

Name of the E-Tender: Tender for Supply of “200 Nos. of Inj. Posaconazole 300mg./16.7ml in Vial” to AIIMS, Bhubaneswar.

Notice Inviting E-Tender

E-Tender No.: AIIMSBBBSR/11086/044/POSACONAZOLEINJ/2021-22/S&P/08

Dated: 10/06/2021

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical/Documentary and Financial Bid) from eligible manufacturers, authorised distributors or dealers or any other agencies-authorised to quote 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 **200 Nos. of Inj. Posaconazole 300mg.(16.7ml) in vial** at AIIMS Bhubaneswar and supply of items as per the Specifications. The quantity may be increased or decreased as per requirement of the Institution.

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.

EXEMPTION OF EMD/ REDUCTION IN PERFORMANCE SECURITY

As per the Circular No. F.9/4/2020-PPD issued by Ministry of Finance, Dept. of Expenditure dated 12 Nov 20 regarding procurement of goods/ services.

- (a) For broader participation of bidders due to present situation due to pandemic the Bidders are exempted from submission of Bid Security during Tendering/ Bidding. Further, in lieu of Bid Security (EMD), bidders to sign "Bid Security Declaration" accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for One year for participating in future Bids of the Institute.
- (b) In case of “Performance Security” it has been reduced from 05 to 10 % as per GFR 2017 to 03 %.

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.

Section-I
TENDER SCHEDULE

1.1 Schedule of Tender**Bid Ref.No./E-Tender No.- AIIMSBBBSR/11086/044/POSACONAZOLEINJ/2021-22/S&P/08**

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/AIIMSBBBSR , 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/AIIMSBBBSR
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/AIIMSBBBSR in the Tender box kept in the Office of the Sr. Procurement-cum Store Officer, Room No.127, 1st Floor, Academic Block, AIIMS Bhubaneswar-751019 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/AIIMSBBBSR 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/AIIMSBBBSR 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	:	90 (Ninety) days from the last date of bid submission.
Performance Security	:	3% of Purchase Order value
Validity of Performance security	:	The performance security shall remain valid for a period of 12 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. 10-06-2021
Last date & Time of Submission of e-Tender (Bid)	:	Dt. 22-06-2021 at 11.00 AM
Date & time of online Technical Bid opening of e-Tender	:	Dt. 22-06-2021 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 including GST of product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for the product.
- 3.2.6** The price in the Financial Bid to be quoted strictly against formulation unit.
- 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 be a manufacturer/authorised distributors or dealers or any other agencies-authorised to quote.
- 4.2 The valid **Drug License** issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable) of the respective Bidder.
- 4.3 The **Bidder** should have average minimum **Turn Over of Rs. 3 Crore or more over last (3) three financial years**. The proof of Turn-over is to be furnished in **Annexure-IV** certified by the Chartered Accountant and supported by audited Financial statement.
- 4.4 The Bidder also should furnish the Turn-over for Manufacturer of the Quoted drug. The **manufacturer** for the quoted drug should have minimum **Turn Over of Rs. 25 (Rupees Twenty-five Crore) or more in each year during the last (3) three financial years**. The proof of Turn-over is to be furnished by the Bidder in **Annexure-IV** certified by the Chartered Accountant and supported by audited Financial statement.
- 4.5 Bidder to produce **manufacturer's GMP & GLP Certificate** of the Drugs quoted.
- 4.6 The Bidders should submit manufacturer's **02(Two) years market standing Certificate** for the quoted item(s) issued by the licensing authority as per Annexure-V. 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.

Section-V
TECHNICAL SPECIFICATION OF LIST OF ITEMS

5.1 General Specification item wise:

Injection Posaconazole 300mg /16.7ml in Vial.

Section-VI
GENERAL CONDITIONS OF CONTRACT

- 6.1 **Validity of Tender:** The validity of the Bid Tender Document shall be for **90 (Ninety) days from date of opening.**

- 6.2** The supply of **200 Nos. of Inj. Posaconazole 300mg./16.7ml in Vial** 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 Purchase Order/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 PO/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 as per the requirement basis in which exact quantities required with the date of delivery shall be specified.

- 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 within **15 days** of issuance of purchase order. 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 or the supplies are found substandard 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 subject to availability of funds.
- 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 Bidder 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 Bidder, 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 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.
- 6.9** The supplied drug should have life span of at least 2 years or 75% of shelf life from the date of acceptance. However, in exceptional cases the drugs with lower expiry may be accepted subject to approval of Competent Authority.
- 6.10** 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.
- 6.11 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.
- 6.12 Performance Security Deposit:** -The successful bidder will be required to furnish a Performance Security Deposit of 3% of the value of Purchase Order 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 12 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.
- 6.13** Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 6.14** 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.

6.15 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.

6.16 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.

6.17 Debarment from bidding:

6.17.1 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.

6.17.2 A bidder debarred under sub-section 6.29.1 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 if it Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documents/ Withdraws bid after the opening of technical bid/ Fails to furnish performance security and agreement within 10 days of issuance of Letter of Award. Department of Commerce will maintain such list which will also be displayed on the website of Central Public Procurement Portal.

6.17.3 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.

6.17.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

6.18 Code of Integrity:

6.18.1 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.

6.18.2 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.

6.19 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.

6.20 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

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/AIIMSBSR, <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/AIIMSBSR.
 - 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 AIIMSBSR'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/AIIMSBSR, 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/AIIMSBSR> 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 AIIMSBBBSR by the bidders in time, then AIIMSBBBSR 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	Drug License issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable)	Attested copy of License		
7	Turn Over Certificate as per Annexure-IV (certified by Chartered Accountant) for both Bidder and Manufacturer	Attested copy of Certificate		
8	Bid Security Declaration as per Annexure-V	Annexure –V typed on Letter Head.		
8	Valid GMP & GLP Certificate of Manufacturer	Attested copy of Certificate		
9	Manufacturer's Market standing Certificate	Attested copy of Certificate		
10	If Bidder is not a manufacturer, should submit manufacturer's authorization Certificate.	Attested copy of Certificate		

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 2 decimal) in Rs.	GST%	Unit price including GST (up to 2 decimal) in Rs.
1	Injection Posaconazole 300mg./ 16.7ml in Vial		300mg. / 16.7ml	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					
	GeM Seller ID					
	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.		Proprietorship	
	Partnership		Society		Others, Specify	
	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 200 Nos. of Injection Posaconazole 300mg./16.7ml in Vial to 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, SIJUA, PATRAPADA, BHUBANESWAR-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. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance security of Rs.30,000/-(Rupees Thirty Thousand 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 Bhubaneswar till the validity of the Contract period plus two months (i.e. for 12 months, extendable if required).
6. 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/We undertake that our firm is registered in GeM. However, as the category of product is not available in GeM due to which we are unable to participate in it. We will on board our products as and when the items are listed on GeM.
15. We comply with the Government of India order No. F.No.6/18/2019-PPD dtd.23/07/2020 issued by Public Procurement Division, Department of Expenditure and if this declaration is found to be false then, this would be a ground for immediate termination and further legal action in accordance with the law.
16. 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 200 Nos. of Inj. Posaconazole 300mg /16.7ml in Vial to AIIMS, Bhubaneswar.

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.

Company
Affirmation/Verification

Notary Public

Name&Signature
Seal of the participating Bidder

Annexure-IV

Name of the E-Tender: Tender for Supply of 200 Nos. of Inj. Posaconazole 300mg./16.7ml in vial to AIIMS, Bhubaneswar.

ANNUAL TURN OVER STATEMENT
(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of
M/S _____ who is a manufacturer/bidder for Inj. Posaconazole
as per audited Financial Statements are given below and certified that the statement is true and correct to
the best of our knowledge and belief.

Sl.No.	Financial Year	Turnover in Crores (Rs) both in figures & words
1	2017-2018	
2	2018-2019	
3	2019-2020	

Date:

Place:

Signature of Auditor/Chartered Account:

(Name in Capital):

Seal

Membership No:

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

Annexure-V

e-Tender for Supply of 200 Nos. of Inj. Posaconazole 300mg./16.7ml in vial to AIIMS, Bhubaneswar.

Tender No.....

Bid Security Declaration

To,
The Director,
AIIMS,Bhubaneswar,
Sijua,Patrapada,
Bhubaneswar-751019

Dear Madam/Sir,

I/We Mr./Ms._____ authorized person to sign the Bid document for Tender for supply of 200 Nos. of Injection Posaconazole 300mg./16.7ml in vial at AIIMS, Bhubaneswar do hereby declare 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/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If we withdraw or modify the bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance Security before the deadline as defined in the tender document/LoA, we will be suspended for the period of time specified in the debarment clause in tender document/two years from being eligible to submit Bids/Proposals for contracts with AIIMS Bhubaneswar.

Signature of Bidder
With seal of firm