



**अखिल भारतीय आयुर्विज्ञान संस्थान, भुवनेश्वर**

All India Institute of Medical Sciences, Bhubaneswar

**स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिक निकाय**

(A statutory body under aegis of Ministry of Health and Family Welfare, Govt of India)

**सिजुआ, डाक:- डुमुडुमा, भुवनेश्वर – 751019**

Sijua, Post: Dumuduma, Bhubaneswar – 751019

Website: [www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in)

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

**E-Tender Ref. No.: AIIMS/BBSR/S&P/11048(120)/IVFluids/2022-23/14, Dated.21-09-2022**

## **e-TENDER DOCUMENT**

### **TENDER FOR SUPPLY OF**

### **IV FLUIDS**

**TO AIIMS, BHUBANESWAR ON RATE CONTRACT BASIS FOR A PERIOD OF TWO (02) YEAR FROM THE DATE OF AGREEMENT EXTENDABLE FOR ONE MORE YEAR ON MUTUALLY AGREED TERMS AND CONDITIONS**

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सिजुआ, डाक: डुमुडुमा, भुवनेश्वर – 751019

Sijua, Post: Dumuduma, Bhubaneswar – 751019

### **E-TENDER DOCUMENT**

**Name of the E-Tender: Supply of “IV Fluids” on Rate Contract basis for a period of Two years from the date of agreement extendable for one more year on mutually agree terms and conditions.**

### **Notice Inviting E-Tender**

**E-Tender No.: AIIMS/BBSR/S&P/11048(120)/IVFLUIDS/2022-23/14**

**Dated: 21-09-2022**

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/AIIMSBBSR>) on mutually agreed terms and conditions and satisfactory performance for Supply of **IV Fluids on Rate Contract Basis as per list** 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.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 and revised order on 04.06.2020 and 16.09.2020 of MoC & I (DIPP), Govt. of India and the condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy and promotion) subject to meeting of quality& Technical Specification.

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

E-Tendering Portal:

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

**For E-tendering Queries contact Representative of**

**ITI Limited(Bhubaneswar).Email:**[twhelpdesk614@gmail.com](mailto:twhelpdesk614@gmail.com) **or**

[twhelpdesk404@gmail.com](mailto:twhelpdesk404@gmail.com), **Mob:**07377708585/011-49424365.

**TENDER SCHEDULE****1. Schedule of Tender****Bid Ref. No./E-Tender No.-** AIIMS/BBSR/S&P/11048(120)/IVFluids/2022-23

|                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal                                                                          | As per e-Tendering Portal of AIIMS Bhubaneswar <a href="http://www.tenderwizard.com/AIIMSBBSR">www.tenderwizard.com/AIIMSBBSR</a> , <a href="http://www.aiimsbhubanewar.nic.in">www.aiimsbhubanewar.nic.in</a> and CPP Portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> 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 <a href="https://www.tenderwizard.com/AIIMSBBSR">https://www.tenderwizard.com/AIIMSBBSR</a>                                                                                                                                                                                      |
| Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope                                                                         | As per e-Tendering Portal of AIIMS Bhubaneswar <a href="https://www.tenderwizard.com/AIIMSBBSR">https://www.tenderwizard.com/AIIMSBBSR</a> in the Tender box kept in the Office of the Sr.Procurement-cum Store Officer, <b>Room No.127, 1<sup>st</sup> Floor, Academic Block, AIIMS Bhubaneswar-751019</b> (Odisha)     |
| Date, Time & Place of Opening of Technical Bid                                                                                                                   | The Technical Bid will open online as per the schedule given in the <a href="https://www.tenderwizard.com/AIIMSBBSR">https://www.tenderwizard.com/AIIMSBBSR</a><br>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 <a href="https://www.tenderwizard.com/AIIMSBBSR">https://www.tenderwizard.com/AIIMSBBSR</a> and payable to <a href="http://www.tenderwizard.com">www.tenderwizard.com</a> 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) | : | Rs.3,30,000/- (Rupees Three Lakh Thirty Thousand Only)                                            |
| Validity of Bid                                           | : | 180 (One Hundred Eighty) days from the last date of bid submission.                               |
| Performance Security                                      | : | 3% of Annual Purchase Order value                                                                 |
| Validity of Performance security                          | : | The performance security shall remain valid for a period of 26 months from the date of Agreement. |
| Venue                                                     | : | All India Institute of Medical Sciences, Sijua, Patrapada, Bhubaneswar-751019                     |

**2. Important Dates**

|                                                                    |   |                                                               |
|--------------------------------------------------------------------|---|---------------------------------------------------------------|
| <b>Issue/Publishing Date</b>                                       | : | <b>Dt. 21-09-2022</b>                                         |
| <b>Last date &amp; Time of Submission of e-Tender (Bid)</b>        | : | <b>Dt. 26-10-2022, at 11.00 AM</b>                            |
| <b>Date &amp; time of online Technical Bid opening of e-Tender</b> | : | <b>Dt. 26-10-2022, at 12.00 PM</b>                            |
| <b>Date &amp; time of opening of Price Bid</b>                     | : | <b>Will be informed to the Technically qualified Bidders.</b> |

**Section-I**  
**INSTRUCTION TO BIDDERS (ITB)**

**1.1** The Bidders must go through the complete Tender Document for details before submission of their Bids. The bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail. Instructions to Bidders shall form part of this bid document and consequent contract out of this bid.

**1.2** 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.

**1.3 Bid Validity:** The validity of the Bid/ Tender Document shall be for **180 days** from the date of opening of the bid.

**1.4 Bidder' Eligibility Criteria:** Tender should be quoted only by the original manufacturer (OEM) or by their authorized distributor or selling agent. Bidder other than OEM shall submit a current authority letter from the original manufacturer concerned in the format given at “**Annexure-III**”.

**1.4.1** The bidder must be a natural person, private entity, or public entity (State-owned enterprise or institution).

**1.4.2** The bidder must not be a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

**1.4.3** The bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

**1.4.4** The bidder must not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities.

**1.4.5** The bidder must not be of the near relations of executives of Procuring Entity involved in this Tender Process.

**1.4.6** Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive.

**1.4.7** Any bidder (as defined in paragraph 6 of the Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division) from a country which shares a land border with India will be eligible to bid in this tender if the bidder is registered with the Competent Authority as prescribed in the aforesaid order. Proof of such registration should be enclosed with the bid documents.

**1.4.8** In case where the manufacturer has submitted the bid, the bids of its authorised dealer will not be considered and EMD will be returned.

### 1.5 Bidders' Qualification Criteria:

- 1.5.1 Bidder should be a manufacturer/ authorised distributor or dealer/ selling agent or any other agencies- authorised to quote.
- 1.5.2 The bidder should possess valid **Drug License** issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable) of the respective Bidder.
- 1.5.3 **If the bidder is other than Manufacturer**, then the **Bidder** should have average minimum Turn Over of **Rs.1.00 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 statements. The bidder also has to furnish the Turn over Certificate of the respective manufacturer (in Annexure-IV certified by the Chartered Accountant and supported by audited Financial statements) of the quoted drug which should have minimum Turn Over of Rs.5.00 Crore (Rupees Five Crore) or more in each year during the last (3) three financial years.
- 1.5.4 **If the Bidder is a Manufacturer**, the **manufacturer** should have minimum Turn Over of **Rs. 5 Crore (Rupees 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 statements.
- 1.5.5 Bidder to produce **manufacturer's GMP & GLP Certificate** of the quoted IV Fluids/Drugs.
- 1.5.6 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 be applicable to new IV Fluids, a certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in Form-46 for exemption.
- 1.5.7 Bidders are required to quote strictly as per specification of the IV Fluids. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-IV**.
- 1.6 ***The original documents (as per Section -VI) must to be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Supply of IV Fluids on Rate Contract Basis to AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.***

### 1.7 Earnest Money Deposit (Bid Security):

| Sl. No. | Description                      | EMD (Rs.)     |
|---------|----------------------------------|---------------|
| 1.      | IV Fluids on Rate Contract basis | Rs.3,30,000/- |

1.7.1 The bidder needs to submit **Bid Security** as mentioned above in the form of FDR (duly endorsed by the issuing bank in favour of AIIMS Bhubaneswar) or Bank Guarantee in favour of "AIIMS Bhubaneswar" valid for a period of 180 days issued by a scheduled commercial bank and its legible scanned copy must be uploaded in the E-Tendering Solution and Hard copy of the EMD should be submitted along with Technical Bid in the Tender Box kept in the Office of Sr. Procurement-cum Store Officer, Academic Block, AIIMS Bhubaneswar -751 019 on or before the Date and Time of Submission of e-Bid.

The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute.

The EMD of the successful bidder shall be returned after the successful completion of the contract ( in case of failure by the bidder, EMD will be forfeited) and in case of unsuccessful bidders, the same will be returned after award of the contract. **AIIMS, Bhubaneswar shall not pay any interest on EMD to any bidder.**

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

**1.7.3** Further, to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012, the firms/units registered as MSME vendor, declaration of UAM ( Udyog Aadhar Memorandum) number by the vendor on CPPP is mandatory. The documentary evidence in support of UAM number must be attached with the bid document.

**1.7.4** *The original documents (as per Section -VI) must be sent to Sr. Procurement-cum Store Officer, AIIMS, Bhubaneswar- 751019, separately in a sealed envelope superscripted as: e-Tender for Supply of IV Fluids on Rate Contract Basis to AIIMS, Bhubaneswar. The sealed envelope should reach on or before the last date & time of submission of e-Tender online.*

## **1.8 Clarification of bidding documents :**

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

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

## **1.9 Amendments in Bidding Documents :**

(i) At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal, tender wizard and AIIMS, BBSR website

(ii) At any time till **7 (seven) days** before the deadline for submission of bids, the AIIMS Bhubaneswar may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document through amendment. All amendments will be uploaded on the website regularly. AIIMS, BBSR shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, BBSR till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.

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## **Section-II**

### **TWO BID SYSTEM AND CONDITIONS**

- 2.1 Technical Bid:** All required documents are to be submitted/ uploaded online.
- 2.1.1** The bidder must submit a statement of quoted IV Fluids with columns like Sl. No., Drug code (as per technical specification), Brand name (as per Manufacturer), Formulation of Drug, Strength of formulation, Packing size of drug (like vial, ampoule, bottle, strip, sachet etc. indicating quantity of the same) along with the technical bid neatly typed on letter head of the firm without mentioning price.
- 2.2 Financial Bid:** The Financial Bid to be submitted on line as per prescribed format in Section VII. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.
- 2.2.1** The Rates are to be quoted in the given format “Section-VII”.
- 2.2.2** All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also GST etc.
- 2.2.3** The rates should be quoted in Indian Rupees in figure as well as in words only.
- 2.2.4** If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 2.2.5** **L-1 will be decided item wise on the lowest price including GST of product** for which the bidder has quoted. GST has to be mentioned clearly in percentage for the product. (DSIR certificate is not applicable)
- 2.2.6** The price in the Financial Bid to be quoted strictly against formulation unit.
- 2.2.7** 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.
- 2.2.8** An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.
- 2.2.9 Public Procurement (Preference to Make in India/MSEs/Start-ups):**
- 2.2.9.1** The Procurement of goods and services under this tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Government of India and revised orders issued on 04.06.2020 & 16.09.2020. As per said orders Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:
- a) 'Class-I Local Supplier' with local content equal to or more than 50%.
  - b) 'Class-II Local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I Local Supplier.
  - c) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in (b) above.
- The 'Class-I Local Supplier'/ 'Class-II Local Supplier' at the time of bidding shall be required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be.

Bids with false declarations regarding Local contents shall be rejected as unresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

Bidders have to submit self-declaration of their local content and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate in this tender.

If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

**2.2.9.2 Purchase preference as per Make in India will be exercised as follows:****(a) *If the Goods are not divisible in nature:***

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I Local Supplier' (Under MII clause at 1.12.1), the contract shall be awarded to L-1.

If L-1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier' shall be invited to match the L-1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L-1 price.

If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.

**(b) *If the Goods are divisible in nature:***

Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.

If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local Supplier' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded to him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.

**(c) *Where contract is to be awarded to multiple bidders:***

In Bids where contracts are to be awarded to multiple bidder's subject to matching of L-1 rates or otherwise, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:

If there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I Local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I Local Suppliers'.

In Bids, other than the sufficient local capacity and competition for the item to be procured, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'.

If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the award of contract for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II Local Suppliers'/'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

First purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

To avoid any ambiguity during bid evaluation process, the procuring entity may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I Local supplier' within the broad policy guidelines.

2.2.9.3 This tender will also be regulated under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time and Start-up Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications. The condition of prior turnover and prior experience may be relaxed for start-ups (as defined by Department for Industrial Policy & Promotion) subject to meeting of quality & technical specifications. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

**2.2.9.4 Procurement outside GeM:**

As per the Circular No. F.6/18/2019-PPD issued by Ministry of Finance , Dept of Expenditure dated 23 Jan 20 and DO No.214/CEO-GeM/2020 dated 10.11.2020 regarding procurement of goods/ services outside GeM, bidders are required to submit documents in support of their registration with GeM i.e., Unique GeM Seller Id. with their bid. However, the bidder who is not registered with GeM at the time of submitting the tender needs to submit an undertaking on firm's letter head that GeM seller Id. will be provided at the time of award of contract positively failing which their contract will be treated as null & void and will be dealt suitably.

An undertaking also to be given in company letter head that **“Such already registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM”**.

**2.2.10 Bid Opening:**

The Technical Bid will be opened as per schedule mentioned in E-Tender Schedule. The bidder(s) or their authorised representative(s) may remain present at the scheduled date and time. In case the scheduled date is declared Holiday, the tender shall be opened on next working day at same time.

**2.2.11 Evaluation of Bid :**

The bid will be evaluated as per the documents asked in this bid and contract will be awarded to the bidder who has quoted lowest price for the drug.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 3.2.9 above.

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**Section-III****TECHNICAL SPECIFICATION OF LIST OF IV FLUIDS****5.1 General Specification item wise:**

| Sl. No | CODE  | Description                                                                             | Strength                                                                   | Formulation Unit          | Tentative Annual Requirement |
|--------|-------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------|------------------------------|
| 1      | GD645 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container-100 ml                                    | Each container of 100 ml  | 6,00,000                     |
| 2      | GD646 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container-500 ml                                    | Each container of 500 ml  | 2,40,000                     |
| 3      | GD647 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container-3000 ml                                   | Each container of 3000 ml | 6,000                        |
| 4      | GD632 | Glucose (A) + Sodium Chloride (B) Injection 5% (A) + 0.9% (B) (500 ml) – each container | 5% W/V Dextrose, 0.9% W/V sodium chloride (FFS, Plastic Container)         | Each container of 500 ml  | 72,000                       |
| 5      | GD868 | Glucose Injection 5%, 500ml (each container) 50%                                        | 50% W/V (FFS, Plastic Container)                                           | Each container of 100 ml  | 600                          |
| 6      | GD629 | Glucose Injection 5%, 500 ml (Each Container) 5%                                        | 5% W/V (FFS, Plastic Container)                                            | Each container of 500 ml  | 30,000                       |
| 7      | GD635 | Low Molecular Weight Dextran 40 – NS solution Injection ( One container) 40%            | LMD 10% W/V in sodium chloride 0.9% W/V, (FFS Plastic container)           | Each container of 500 ml  | 200                          |
| 8      | GD814 | Injection Paracetamol 1 gm (100 ml) Plastic Bottle                                      | Paracetamol 1000mg, water for injection in 100 ml (FFS, Plastic container) | Each container of 100 ml  | 1,80,000                     |

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## **Section-IV**

### **GENERAL CONDITIONS OF CONTRACT**

- 4.1 Validity of Tender:** The validity of the Bid Tender Document shall be for **180 (One Hundred Eighty) days from date of opening.**
- 4.2 Rate Contract:** The contract arising out of this tender will be known as Rate contract for supply of IV Fluids to AIIMS Bhubaneswar. The contract will be initially for a period of Two (02) years and will be extendable for another one year on mutually agreeable conditions, subject to satisfactory performance of the contract. No minimum quantity is assured for procurement of IV Fluids will be made and order will be placed to the successful bidders as per requirement of the Institute.
- 4.3 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.
- 4.4** The supply of IV Fluids **as per list** 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.
- 4.5 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.
- 4.5.1** The firm will be bound to supply the ordered items within **30 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.
- 4.5.2** 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.*

- 4.5.3** 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 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.
- 4.5.4** 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.
- 4.5.5** In case the quality of IV Fluids 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.
- 4.5.6** 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.
- 4.6** **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, subject to availability of funds.
- 4.6.1** 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.
- 4.6.2** 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.
- 4.7** 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.
- 4.8** 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.

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 IV Fluids with lower expiry may be accepted subject to approval of Competent Authority.

- 4.10** 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.
- 4.11 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.
- 4.12 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 **26 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.
- 4.13** Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 4.14** 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.
- 4.15** 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.
- 4.16 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.
- 4.17 Debarment from bidding:**
- 4.17.1** 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.
- 4.17.2** 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.
- 4.17.3** 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.

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

**4.17.5** As per the OM No. F.1/20/2018-PPD issued by Ministry of Finance , Dept. of Expenditure dated.02 Nov 2021 and OM No. F.1/20/2018-PPD , dated. 02 Aug 2022 regarding Guidelines on debarment of firms from bidding also applicable.

**4.18 Code of Integrity:**

**4.18.1** 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 other wise 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.

**4.18.2** 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.

**4.19** 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.

**4.20 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.

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## **Section-V**

### **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/AIIMSBBSR](http://www.tenderwizard.com/AIIMSBBSR), <https://eprocure.gov.in> or [www.aiimsbhubaneswar.nic.in](http://www.aiimsbhubaneswar.nic.in).

#### **5.1 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](http://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](http://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.

**5.2 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.2000/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

**5.3 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.

**5.4 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.

**5.5 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.

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

- i. 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.**

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**Section-VI****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 |                   |         |
| 3   | PAN No.                                                                                                                                                                                       | Attested copy of PAN Card                     |                   |         |
| 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   | All relevant documents under Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India including self-declaration on Class of Supplier and Local contents. |                                               |                   |         |
| 9   | Valid GMP & GLP Certificate of Manufacturer                                                                                                                                                   | Attested copy of Certificate                  |                   |         |
| 10  | Manufacturer's Market standing Certificate                                                                                                                                                    | Attested copy of Certificate                  |                   |         |
| 11  | If Bidder is not a manufacturer, should submit manufacturer's authorization Certificate.                                                                                                      | Attested copy of Certificate                  |                   |         |
| 12  | If Bidder is not a manufacturer, should submit Annexure-V showing details manufacturer                                                                                                        | Annexure –V typed on Letter Head.             |                   |         |
| 13  | Details of the Earnest Money Deposit (EMD) Rs.3,30,000/- (Rupees Three Lakh Thirty Thousand only), BG /FDR No _____, date                                                                     |                                               |                   |         |

Signature of the bidder with seal.

Place:

Date:

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## **Section-VII**

### **Financial Bid**

| SI No. | CODE  | Description                                                                             | Strength                                                                   | Formulation unit/Unit of measurement | Brand name | Pack Size | Unit price (excluding GST) in Rs. | GST % | Amount Including GST |
|--------|-------|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------|------------|-----------|-----------------------------------|-------|----------------------|
| 1      | GD645 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container- 100 ml                                   | Each container of 100 ml             |            |           |                                   |       |                      |
| 2      | GD646 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container- 500 ml                                   | Each container of 500 ml             |            |           |                                   |       |                      |
| 3      | GD647 | Sodium Chloride 0.9%                                                                    | 0.9% w/v (FSS, Plastic container- 3000 ml                                  | Each container of 3000 ml            |            |           |                                   |       |                      |
| 4      | GD632 | Glucose (A) + Sodium Chloride (B) Injection 5% (A) + 0.9% (B) (500 ml) – each container | 5% W/V Dextrose, 0.9% W/V sodium chloride (FFS, Plastic Container)         | Each container of 500 ml             |            |           |                                   |       |                      |
| 5      | GD868 | Glucose Injection 5%, 500ml (each container) 50%                                        | 50% W/V (FFS, Plastic Container)                                           | Each container of 100 ml             |            |           |                                   |       |                      |
| 6      | GD629 | Glucose Injection 5%, 500 ml (Each Container) 5%                                        | 5% W/V (FFS, Plastic Container)                                            | Each container of 500 ml             |            |           |                                   |       |                      |
| 7      | GD635 | Low Molecular Weight Dextran 40 – NS solution Injection ( One container) 40%            | LMD 10% W/V in sodium chloride 0.9% W/V, (FFS Plastic container)           | Each container of 500 ml             |            |           |                                   |       |                      |
| 8      | GD814 | Injection Paracetamol 1 gm (100 ml) Plastic Bottle                                      | Paracetamol 1000mg, water for injection in 100 ml (FFS, Plastic container) | Each container of 100 ml             |            |           |                                   |       |                      |

**Note:**

The price for each drug in the Financial Bid to be quoted for the respective Formulation unit/unit of strength column and not the Pack Price (like per tablet, vial, ampoule, bottle, sachet).

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.

L-1 price will be determined for each item for award of contract.

**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:

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

| GENERAL INFORMATION ABOUT THE BIDDER                                                                     |                                                                                                                                                                                                                                                                                             |  |                                              |               |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------|---------------|
|                                                                                                          | Name of the Bidder                                                                                                                                                                                                                                                                          |  |                                              |               |
|                                                                                                          | Type of Bidder                                                                                                                                                                                                                                                                              |  | Manufacturer / Authorised Distributor/dealer |               |
|                                                                                                          | GeM Seller ID                                                                                                                                                                                                                                                                               |  |                                              |               |
|                                                                                                          | Registered address of the Firm                                                                                                                                                                                                                                                              |  |                                              |               |
|                                                                                                          | District                                                                                                                                                                                                                                                                                    |  | State                                        |               |
|                                                                                                          | 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                                                                                                                                                                                                                                                                                     |  |                                              |               |
|                                                                                                          | District                                                                                                                                                                                                                                                                                    |  | State                                        |               |
|                                                                                                          | Telephone No.                                                                                                                                                                                                                                                                               |  | Email                                        |               |
|                                                                                                          | Website                                                                                                                                                                                                                                                                                     |  |                                              |               |
| Details of Authorized Distributor                                                                        |                                                                                                                                                                                                                                                                                             |  |                                              |               |
|                                                                                                          | Name                                                                                                                                                                                                                                                                                        |  | Designation                                  |               |
|                                                                                                          | Telephone No.                                                                                                                                                                                                                                                                               |  | Mobile No.                                   |               |
|                                                                                                          | <b>If/whether authorization is only for supply</b>                                                                                                                                                                                                                                          |  |                                              |               |
|                                                                                                          | <b>If/whether authorization is for collecting PO, supply and raising Bills on behalf of Bidder</b>                                                                                                                                                                                          |  |                                              |               |
| 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.                                |  |                                              | <b>Yes/No</b> |
|                                                                                                          | Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying IV Fluids /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)<br>a. Name of the Bank :<br>b. Full address of the Branch concerned :<br>c. Account no. of the bidder :<br>d. IFS Code of the Bank : |  |                                              |               |

Signature and seal of the Firm/organization

Place:

**All India Institute of Medical Sciences, Bhubaneswar, Sijua, Bhubaneswar, Odisha-751019**

Date:

**Annexure-II**

**Name of the E-Tender: Tender for supply of IV Fluids on Rate Contract Basis 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 3% of the order value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised/Commercial Bank and shall remain in the custody of the Director, AIIMS Bhubaneswar till the validity of the Contract period plus two months (i.e. for 26 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 IV Fluids on Rate Contract Basis to AIIMS, Bhubaneswar.

**ELIGIBILITY DECLARATION**

*(To be executed on Rs.10/- Non-judicial stamp paper duly attested by Public Notary)*

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/ banned by any Government authority/ organisation within last three years.
4. The firm/company has not been declared insolvent, bankrupt, not in receivership, or being wound up, not have its affairs administered by a court or a judicial officer.
5. To our best of knowledge and belief, none of the Proprietor/Partner/Director of the firm/ company is the near relations of executives of Procuring Entity involved in this Tender Process.
6. We certify that we have no conflict of interest with any bidder which substantially affects fair competition and the prices quoted against the Tender are competitive and without adopting any unfair/unethical means including cartelization.
7. I/We have not quoted the price higher than previously supplied to any Government Institute / Organisation / reputed Private Organisation or DGS&D rate in recent past.

**Signature**

**(Name)**

Seal of the participating Bidder Company

Affirmation/Verification  
By Notary Public

**Annexure-IV**

Name of the E-Tender: Tender for supply of IV Fluids on Rate contract Basis 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 IV Fluids 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 INR both in figures & words |
|--------|----------------|-----------------------------------------|
| 1      | 2018-2019      |                                         |
| 2      | 2019-2020      |                                         |
| 3      | 2020-2021      |                                         |
|        | TOTAL          |                                         |
|        | Average T.O.   |                                         |

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**

Tender for Supply of IV Fluids on Rate Contract Basis to AIIMS, Bhubaneswar.

Tender No. AIIMS/BBSR/S&P/11048(120)/IVFLUIDS/2022-23

**CERTIFICATES TO BE PRODUCED BY BIDDER OTHER THAN MANUFACTURER**

| S.No. | Drug description | Strength | Manufacturer & Brand Name | Valid drug Licence of Manufacturer (page No.) | Valid GMP, GLP & Market standing Certificate of Manufacturer (Page No.) | Turn over Certificate of manufacturer (page No.) | Turn over Certificate of Bidder. (page No.) | Manufacturer's authorization |
|-------|------------------|----------|---------------------------|-----------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------|------------------------------|
|       |                  |          |                           |                                               |                                                                         |                                                  |                                             |                              |
|       |                  |          |                           |                                               |                                                                         |                                                  |                                             |                              |
|       |                  |          |                           |                                               |                                                                         |                                                  |                                             |                              |
|       |                  |          |                           |                                               |                                                                         |                                                  |                                             |                              |

Signature of Bidder  
With seal of firm

### Form of Performance Guarantee / Bank Guarantee Bond

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

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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS Bhubaneswar in writing.
8. This guarantee shall be valid up to .....unless extended on demand by the AIIMS Bhubaneswar. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for.....(indicate the name of the Bank)

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

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

**Contract Form**

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

Tender for Supply of IV Fluids to AIIMS, Bhubaneswar on Rate Contract Basis for a period of Two (02) year extendable for one more year on mutually agreed Terms and Conditions.

Tender Ref.: AIIMS/BBSR/S&P/11048(120)/ IVFluids /2022-23/

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

**BETWEEN**

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

WHEREAS the '**Client**' is desirous to engage the '**Vendor**' for supplying of IV Fluids 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 Two (02) years from the date of execution of the contract by the firm. The contract may be extendable, subject to maximum period of 01 (One) 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 Vendor's services would be required to provide /supply of IV Fluids for All India Institute of Medical Sciences (AIIMS) Bhubaneswar through self or through its local authorized agency/stockiest/distributor M/s. \_\_\_\_\_, having Registered address at \_\_\_\_\_ & GSTIN No. \_\_\_\_\_ as and when required 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 R/c 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 ITDS/TDS on 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 R/c holder/Vendor/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 Vendor/Authorized Dealer fails to deliver the IV Fluids 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 (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 R/c holder/Vendor/Agency/Authorized Dealer's pending bills or Performance Security.

(ii) On failure by the Vendor/Authorized Dealer to supply the desired IV Fluids, 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 Vendor shall pay to the client, on demand of the remaining balance due.

5. Upon selection of the Vendor/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 Vendor 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 under any circumstances.

**7. Subletting of Contract:**

The Vendor/Authorized Distributor shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Vendor/Authorized Distributor without prior written consent of the AIIMS, Bhubaneswar. If it is found that the Vendor/Authorized Distributor has given sub-contract for supply of IV Fluids 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 issued under this contract.

**9. Fall Clause:**

(i) Prices charged for supplies under this Contract by the Vendor 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. The 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 this contract for Common IV Fluids supplied from such date shall stand correspondingly reduced as per above stipulation.

(iv) The benefit of such price reduction would be passed on to AIIMS, Bhubaneswar by the Agency and deposit such price difference with AIIMS Bhubaneswar in case of supplied items from the date of coming in to force of such reduction or AIIMS Bhubaneswar will deduct the such difference amount from the pending bills/ Performance Security Deposit to recover the loss to the Government.

10. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Rate 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 IV Fluids to be supplied by the Vendor/Authorized Distributor under Rate Contract basis is attached herewith as (**Annexure- A**).

(ii) **GST:** If there is any reduction in the basic price structure due to policy changes by the GST Council, the same must be intimated and passed on to AIIMS, Bhubaneswar with details. GST shall be charged at prevailing rates at the time of billing as decided by the GST Council for the class of product.

14. **Performance Security:** The Vendor have to furnish Performance Security of Rs. \_\_\_\_\_/- Rupees \_\_\_\_\_ Only) in shape of FD/TDR/Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security to be kept valid for at least 26 months from date of contract.

15. **Other Term & Conditions:** All Other terms and conditions as per Tender document and Corrigendum thereon will constitute as part of this agreement.

16. **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(s). 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.

17. **Insolvency etc.:** In the event of the Vendor/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.

18. **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.

19. **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.

THIS AGREEMENT will take effect from \_\_\_\_\_ Day of \_\_\_\_\_ (Month) Two Thousand Twenty two and shall be valid for Two (02) Years.

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

|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For and on behalf of the ' <b>Vendor</b> '<br><br>Signature of the Authorized Official<br><br>Name of the Official<br><br>Seal of the ' <b>Vendor</b> '<br><br>Signed, sealed and delivered by the said official of PAC holder in presence of | For and on behalf of the ' <b>Director, AIIMS, Bhubaneswar</b> '<br><br>Signature of the Authorized Officer<br><br>Name of the Officer<br><br>Seal of the Authorized Officer<br><br>Signed, sealed and delivered by the said officer in presence of |
| Witness: _____<br>Name: _____<br>Address: _____<br>_____<br>_____                                                                                                                                                                             | Witness: _____<br>Name: _____<br>Address: _____<br>_____<br>_____                                                                                                                                                                                   |

**Tender Reference No: AIIMS/BBSR/S&P/11048(120)/ IVFluids/2022-23/  
List of items for Rate Contract supply of IV Fluids at AIIMS Bhubaneswar**

M/s. \_\_\_\_\_

**ANNEXURE-A**

| Sl. No. | CODE | Description | Strength | Formulation Unit | Brand Name | Pack size | Rate per Unit | GST% |
|---------|------|-------------|----------|------------------|------------|-----------|---------------|------|
|         |      |             |          |                  |            |           |               |      |
|         |      |             |          |                  |            |           |               |      |
|         |      |             |          |                  |            |           |               |      |
|         |      |             |          |                  |            |           |               |      |
|         |      |             |          |                  |            |           |               |      |

Seal and signature of the authorized Official of Bidder