



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

Bhubaneswar, (Odisha) – 751 019

Website: www.aiimsbhubaneswar.edu.in

E-Tendering Portal: <https://eprocure.gov.in/eprocure/app>

E-TENDER DOCUMENT

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

Notice Inviting E-Tender

E -TenderNo. 11030/097/AIIMSBBSR/Anaesh(Narcotics drugs)/22-23/36Dated:16Mar 23

The Director, AIIMS Bhubaneswar, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers on line through E-procurement solution portal of AIIMS Bhubaneswar (<https://www.eprocure.gov.in/AIIMSBBSR>) on mutually agreed terms and conditions and satisfactory performance for **Supply of Various Opioid(Narcotic Analgesic) Drugs On Rate contract Basis for Dept of Anaesthesia at AIIMS Bhubaneswar** and supply of items as per the Specifications. **The supply shall be for 02 (Two) year on Rate Contract basis extendable for another one year on mutually agreeable conditions.**

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

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 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.

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

E-Tendering Portal:

<https://eprocure.gov.in/eprocure/app>

For any technical related queries please call the Helpdesk.

The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.

E-Mail : support-eproc[at]nic[dot]in,

Table of Contents:

S/N	Particulars	Annexure Ref.	Refer Page
1	E-Tender Schedule		Page. 03
2	Instructions to Bidders(ITB)		Page. 04-10
3	General Terms of Contract (GTC)		Page. 11-15
4	Technical Bid (Schedule of Requirement/ Technical Specifications		Page. 16
5	Technical Bid Submission Format		Page. 17-18
6	Bid Covering Letter		Page. 19
7	Undertaking for Compliance of All Tender Terms & Conditions mentioned in this Tender Document	Annexure- I	Page. 20-21
8	Criminal Liability Undertaking	Annexure- II	Page. 22
9	Manufacturers Authorisation Form	Annexure- III	Page. 23
10	Deviation Statement Form	Annexure- IV	Page. 24
11	Performance Statement Form	Annexure- V	Page. 25
12	Manufacturing & Marketing Certificate	Annexure- VI	Page. 26
13	Financial Bid	Annexure- VII	Page. 27
14	Proforma of Bank Guarantee		Page. 28-29
15	Format of Contract Agreement		Page. 30-33
16	E-Tendering Instructions to Bidders		Page 34-36

Sr. Procurement-cum Store Officer
AIIMS, Bhubaneswar

E-TENDERING SCHEDULE

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

Date of availability of E-Tender document in the AIIMS BBSR E-Tendering Solution portal		As per e-Tendering Portal of AIIMS Bhubaneswar www.aiimsbhubanewar.nic.in and CPP Portal www.eprocure.gov.in for downloading/ participating
Last Date of downloading/participating in the E-Tendering Solution for this E-Tender		As per e-Tendering Portal of AIIMS BBSR www.eprocure.gov.in
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope		As per e-Tendering Portal of AIIMS, Bhubaneswar www.eprocure.gov.in in the Tender box kept in the Director's Mini Board, 1st Floor, Admin Block, AIIMS Bhubaneswar-751 019
Date, Time & Place of Opening of Technical Bid		The Technical Bid will open online as per the schedule given in the www.eprocure.gov.in 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 www.eprocure.gov.in and payable to www.eprocure.gov.in directly by the prospective Tenderer.
EMD		EMD ₹ 1,00,000/- in the form of FDR/BG from the nationalized /Commercial bank valid for 06 months endorsed in favour of AIIMS Bhubaneswar. EMD in the form of DD(Demand Draft) is not acceptable.

Important Dates of Tender

Issue/Publishing Date	:	Dt. 16 Mar 2023
Document download start date	:	Dt. 16 Mar 2023
Date and time & venue of pre-bid meeting	:	Dt. 05 Apr 2023 at 03:00 PM <u>Venue-</u> Board Room-I, Academic Block, AIIMS Bhubaneswar, Siuna, Odisha-
Start date and time of submission.	:	Dt. 10 Apr 2023 at 03:00 PM
Closing date & Time of Submission.	:	Dt. 29 Apr 2023 at 05.00 PM
Date & time of online Technical Bid opening.	:	Dt. 02 May 2023 at 3.00 PM
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

INSTRUCTIONS 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 **90 days** from the date of opening of the bid.

1.4 Bidder' Eligibility: 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.

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 **Narcotic Drug License** issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable) of the respective Bidder.
- 1.5.3 Bidder to produce **manufacturer's GMP & GLP Certificate** of the quoted Narcotic Drugs.
- 1.5.4 The Bidders should submit manufacturer's **02(Two) years market standing Certificate** for the quoted item(s) issued by the licensing authority. This would not be applicable to new drugs, a certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in Form-46 for exemption.
- 1.6** Bidders are required to quote strictly as per specification of the Drugs. Deviation if any to specification, must be brought out clearly giving deviation statement in **Annexure-VI**.

1.7 Earnest Money Deposit (Bid Security):

Item No.	Description	Qty.	EMD (Rs.)
1.	Rate Contract for various Opiod(Narcotic Analgesic) Drugs	As per List	1,00,000/-

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 Declaration 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.

1.7.2 Exemption: Firms registered with NSIC (for sale of Medical Items/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.

1.8 Pre-Bid Conference (PBC):

All the prospective bidders are requested to attend the Pre-Bid Conference at Board Room, Academic Block, AIIMS Bhubaneswar on **05 Apr 23** at **3.00 PM** to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as “Corrigendum”. Therefore, bidders may submit their bid accordingly as per changes if any incorporated after PBC. No press advertisement will be made for corrigendum(s).

Those who are not able to attend the PBC may submit their queries/ doubts/ representation/ clarification by e-mail to below mentioned ids on that day which will be taken care of by the tender committee in consultation with the user department.

1.9 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. stokee_debashish@aiimsbhubaneswar.edu.in aso.dkmahana@aiimsbhubaneswar.edu.in & spo@aiimsbhubaneswar.edu.in. The purchaser will respond in writing (through e-mail) to any request for clarification, provided that such request is received not later than 10 (ten) days prior to the deadline for submission of bids.

1.9.1 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.

1.10 Terms of Two Bid System :

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

1.10.1 Technical Bid: All required documents to be submitted online.

1.10.2 Financial Bid: Financial Bid is to be submitted on line. The Financial Bid of bidders, who qualify at Technical Bid Evaluation, will be opened thereafter. While submitting Financial Bid following points need to be taken care of by the bidder.

1.10.2.1 The Rates are to be quoted in the given format as per Annexure-VII.

- 1.10.2.2 All quoted rates should be inclusive of packing & forwarding charges, insurance charges & freight (transportation) charges and GST (percentage of GST must be mentioned clearly).
- 1.10.2.3 The rates should be quoted in Indian Rupees in figures as well as in words.
- 1.10.2.4 If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- 1.10.2.5 **L-1 will be decided on the lowest price including of GST of each product for which the bidder is quoting. Taxes have to be mentioned clearly in percentage of GST for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items subject to MII preference clause.**
- 1.10.2.6 Prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

1.10.3 Manual Submission of Following Document in original:

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

- a. Original copy of EMD as mentioned at 1.6 & 1.6.1 in the tender document.
- b. Undertaking for acceptance of all Terms & Conditions as per **Annexure- I**.
- c. Notarised affidavit on Indian Non-judicial stamp paper of Rs.10/- as per **Annexure-II**
- d. Details of Make & brand of items & Country of Origin without mentioning price.
- e. Technical Literature/ Catalogues & documents that are technically relevant and supportive to the bid.
- f. Manufacturers Authorisation certificate in case of authorised distributor of OEM as per **Annexure- III**.
- g. The statement of deviation (parameter wise) from the tender technical bid specification as per **Annexure – IV**.

1.11 Withdrawal, Substitution and Modification of Tender:

No bid will be allowed to be withdrawn in the interval between the deadline for submission of bids and expiration of the period of validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD).

1.12 Public Procurement (Preference to Make in India/MSEs/Start-ups):

1.12.1 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.

1.12.2 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 bidders 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.

1.12.3 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.

1.13. 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”**.

1.14. 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.

1.15 Evaluation of Bid :

L-1 will be decided on the lowest price including of GST of each product for which the bidder is quoting. Taxes have to be mentioned clearly in percentage of GST for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items subject to MII preference clause.

Award of Bid will be guided as per Purchase preference clause under Make in India as mentioned under para 1.12.2 above.

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

GENERAL CONDITIONS OF CONTRACT

- 2.1 Validity of Tender:** The validity of the Bid Tender Document shall be for **90(Ninety) days from date of opening.**
- 2.2 Rate Contract:** The contract arising out of this tender will be known as Rate contract for supply of common drugs to AIIMS Bhubaneswar. The contract will be initially for a period of TWO year and will/may be extendable for another one year or may be extended further as per requirement on mutually agreeable conditions, subject to satisfactory performance of the contract. No minimum quantity is assured for procurement and procurement of drugs will be made and order will be placed to the successful bidders as per requirement of the Institute.
- 2.3 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.
- 2.4** The supply of **Narcotic Drugs 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.
- 2.5 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.
- 2.5.1** 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.
- 2.5.2** 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.

- 2.5.3** 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.
- 2.5.4** 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.
- 2.5.5** In case the quality of drugs 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.
- 2.5.6** 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.
- 2.5.7** At the time of delivery, the drugs should have shelf life span of **at least 02 years or 75% before the date of expiry whichever is more from the date of supply**. And following text shall be printed or stamped in inedible ink on label/pack/cartoon “ **NOT FOR SALE, FOR USE BY AIIMS, BHUBANESWAR ONLY**”.
- 2.5.8** If the L-1 is a manufacturer, no frequent changes of distributor to be ensured and if such situation arises, then OEM/manufacturer must take the responsibility and supply to maintain the uninterrupted patient care service at this hospital.
- 2.6 Payments:** 100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days subject to availability of funds.
- 2.6.1** 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.
- 2.6.2** 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.

- 2.7 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.
- 2.8 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.
- 2.9 The supplied drug should have life span of at least 2 years or 75% of shelf life from the date of acceptance. However, in exceptional cases the drugs with lower expiry may be accepted subject to approval of Competent Authority.
- 2.10 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.
- 2.11 **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.
- 2.12 **Performance Security Deposit:** -The successful bidder will be required to furnish a Performance Security Deposit of 3% (subject to change as per Govt. Order) 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 **14 months** from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 2.13 Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 2.14 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.
- 2.15 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.
- 2.16 **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 contact nor

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

Further, 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.

2.17 Debarment from bidding:

2.17.1 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.

2.17.2 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.

2.17.3 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.

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

2.18 Code of Integrity:

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

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

- j) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
- 2.18.2** 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.
- 2.19** 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.
- 2.20 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.

Seal & Signature of Bidder

3. Technical Bid (Specification) :

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

3.1 Schedule of Requirements:

The institute requires Various Opiod(Narcotic Analgesic) Drugs to be used by the Department of Anaesthesiology. The Narcotic drugs to be delivered within 30 days from placing of Purchase Order at the Central Store of AIIMS Bhubaneswar at the quoted/ negotiated price without any additional cost to the institute as per specifications given below.

Technical Bid (Specification):

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

Specification of Various Opiod (Narcotic Analgesic) Drugs:

Sl No	Description	Strength	Formulation Unit	Complied/Not-complied	Remarks
01	Fentanyl	Injection 50 mcg/ml 2 ml	Ampoule		
02	Fentanyl	Injection 50 mcg/ml 10 ml	Ampoule		
03	Morphine	Injection 10 mg/ml	Ampoule		
04	Morphine	Injection 15 mg/ml	Ampoule		
05	Morphine	Tablet 10 mg	Tablet		
06	Morphine	Tablet 30 mg	Tablet		
07	Morphine C R	Tablet 30 mg	Tablet		
08	Bupenorphone	Patch 10 mg	Patch		
09	Methadone	5 mg	Bottle		
10	Fentanyl Patch	25 Mcg/Hr	Patch		

3.3 Technical Bid (Submission Format):

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

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
A	(To be Mentioned in the Letter head of the Firm). 1. Name & Address of Bidder with phone number, email-id. 2. Specify whether a Proprietorship / Partnership firm/ Company 3. Name of Proprietor /Partner/Managing Director/Director.		
B	Name, address & designation of the authorized person for signing the bid documents. (Authorization should be made in Letter head of the Organisation by its competent person(s)/ Board of members)		
C	Whether you have fully trained technical staff for installation/commissioning of the Equipment and efficient after sales services ? If yes, Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby, if any.		
D	PAN No. (enclose the self attested copy of PAN Card)		
E	GST No. (enclose GST Registration Certificate of the firm)		
F	Bid Security- Rs. 1,00,000/- FDR/BG No.....Date.....		
G	Firms registered with NSIC for Sale of Medical Equipment/ Instrument/Apparatus and are claiming exemption for submission of EMD (subject to the financial limits indicated in the NSIC certificate) must enclose copy of NSIC Certificate in full.		
H	Whether the firm is a Registered firm under MSME or SSI . MSME registered bidders are to mention UAM (Udyog Aadhar Memorandum) number issued by MSME. Whether declaration of UAM number by the bidder on CPPP has been made or not. (attach copy of such certificate(s) in full).		
I	Bank Details : 1. Beneficiary Name,2. Bank Name,3. Account No,4. IFSC Code ,5. Branch Address :		
J	Income Tax Return for the last Three years. (Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)		
K	Annual Turn Over Certificate for last Three Financial Years (Duly signed by Chartered Accountant) along with Financial Statements of last three years. (Note: The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality and technical specifications.)		
L	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I).		
M	Notarised affidavit as per Annexure –II on Indian Non Judicial Stamp Paper of Rs.10/-. (If you don't submit this, your tender will be out rightly rejected.)		

Sl no.	Details / Particulars	Uploaded (Yes/No)	Page No
N	Manufacturers' Authorisation form as per Annexure – III (Undertaking by manufacturer of equipment for servicing the equipment & supply of spare parts & labour whenever required for a period of 10 years i.e., 5 year warranty & 5 year CMC period.)		
O	Whether the items quoted is as per specification, if not, the statement of deviation (Parameter wise) from the tender technical specification must be enclosed as per Annexure-IV .		
P	Confirmation for submission of Manual Documents as per tender document Para 1.10.3 in original.		
Q	Have you previously supplied these items to any government / reputed private organization? If yes, to list Major Customers to be given on a separate sheet as per Annexure – V . (PO copies of similar item supplied must be enclosed.)		
R	Manufacturing & Marketing Certificate as per Annexure- VI		
S	Literatures/ catalogue pertaining to technical details, makes/brands of the equipment with specification, whether indigenous or imported with name of manufacturer & address must be enclosed		
T	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.		
U	Unique GeM Seller Id. (Enclose self attested copy of relevant document provided by GeM) <i>N.B. 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 bid will be treated null & void and contract will be dealt suitably.</i>		
V	Copy of Certificate of Registration with Competent Authority in case of a bidder is from country sharing land border with India		
W	Financial Bid as per Annexure – VII (Note: to be submitted on line only)		
X	Any other information, if necessary		

Bid Covering Letter

(Should be submitted on Letter head of the bidding firm which should contain complete address, phone no. e-mail id. etc)

Reference No.

To
The Executive Director,
AIIMS Bhubaneswar,

Sir / Madam,

Having examined the abovementioned Tender Document, I/we, the undersigned, hereby submit/ upload our Techno-commercial and Financial bid for the supply of *items/ Services* in conformity with the said Tender Documents.

We declare that we are a Proprietorship/ Partnership firm/ Limited Liability Partnership/ Private Limited/ Public Limited Company/ Company Limited by shares. The registration copy to that effect is submitted.

We are submitting this bid on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted herewith.

We are submitting this bid as authorised dealer offering goods manufactured by our OEMs. Our OEM's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure-III (OEM's Authorization).

We hereby certify that We / our Principals/ OEM M/s..... are proven, established, and reputed manufacturers with factories at which are fitted with modern items and where the production methods, quality control, and testing of all materials and parts manufactured or used.

We further declare that we have fully trained technical staff for supply of items/products and efficient after sales services. The Name, Address, Phone No., e-mail id of Service Centre at Bhubaneswar or nearby is as under:

Name: _____, address: _____, Phone No. _____

We comply with all the eligibility criteria stipulated in this Tender Document.

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document.

We have submitted the Bid Security of Rs. 1,00,000/- in stipulated format and other documents as required under this bid.

Signature of the bidder with seal

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

UNDERTAKING

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

To

**The Executive Director,
AIIMS Bhubaneswar,**

Sir / Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHUBANESWAR, ODISHA-751019 to supply the approved awarded items in the approved prices to AIIMS Bhubaneswar.
3. The Items shall be brand new, of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS Bhubaneswar, India (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
5. I/We undertake that the items supplied are as per Make/ Model /Catalogue/ technical literature description.
6. If I/We fail to supply the items in stipulated period, necessary action can be taken by the Director, AIIMS Bhubaneswar who has full power to compound or forfeit the Bid Security/ Security deposit.
7. 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.
8. Performance security of 3%(subject to change as per Govt. Order) of the cost of the supply value shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Bhubaneswar on award of the contract from a Nationalised / Commercial Bank and shall remain in the custody of the Director, AIIMS BBSR till the validity of the warranty period plus two month (i.e. valid for 62 months from date of installation).
09. I/We declare that no legal/financial irregularities are pending against the proprietor Partner/Director of the tendering firm or manufacturer.
10. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Government of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
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 to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting / Operation Manuals etc.) supplied with each items by Principal Manufacturer in Original to AIIMS Bhubaneswar.
13. 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. We have submitted GeM Seller Id. with the bid / we hereby to submit an undertake that GeM seller Id. will be provided at the time of award of contract positively failing which the contract may be treated as null & void and will be dealt suitably (tick appropriate line).
- I/we undertake that **“the items in tender will be boarded on GeM as and when the item or service gets listed on GeM”** as a registered supplier in GeM.
14. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Bhubaneswar (India) will have full authority to take appropriate action as he/she may deem fit.

Signature of Bidder
With seal of firm
(Name of Bidder)

Place

Date.....

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

CRIMINAL LIABILITY UNDERTAKING

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

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

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director /authorized signatory of M/s.
2. No police case and/or case by CBI/FEMA/Income Tax/ Sales Tax authorities are pending against the Proprietor / Partner /Director of the firm/ company (Agency) and also against the firm/ company.
(Indicate any convictions if any against the above persons or Firm/ Company.)
3. The Proprietor / Partner /Director of the firm/ company (Agency) and also the firm/ company has never been blacklisted/ 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 in accordance with ITB clause 1.4.6 and the prices quoted against the tender are competitive and without adopting any unfair / unethical means including cartelisation.
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

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

Manufacturers' Authorisation Form

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

Date : ***Insert date (as day, month and year)*** of Bid Submission
Tender No. : ***(Insert number from Invitation for Bids.)***

To
The Director
AIIMS Bhubaneswar
Sijua, Odisha, India

WHEREAS

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

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

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

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

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

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

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

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

Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the tender Specifications.

Specification	Deviations	Remarks (including Justification)

Place :

Date :

Signature and seal of the
Manufacturer/Bidder

Note :

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

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

Performance Statement Form

Name of the Firm

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

Signature and seal of the manufacturer / Bidder

Place :

Date :

Note : Documents to be attached in support of the above (i.e., recent PO copies for supply of similar items to other AIIMS/ INI/ PSU).

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

(IN LETTER HEAD OF THE LICENSING AUTHORITY)

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING (DRUG ITEMS)

Tender Ref.No:

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

M/S _____

ADDRESS _____

_____ AS PER THE DETAILS
MENTIONED BELOW:

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

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

Signature

and seal of the Manufacturer/Bidder

NAME:

DESIGNATION OF LICENSING AUTHORITY:

SEAL

DATE:

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

Financial Bid (Part –I)

Sl. No	Name of Items	Strength	Formulation Unit	Rate Per Unit	GST (%)	GST Amount	Amount (including GST)
1	Fentanyl	Injection 50 mcg/ml 2 ml	Ampoule				
2	Fentanyl	Injection 50 mcg/ml 10 ml	Ampoule				
3	Morphine	Injection 10 mg/ml	Ampoule				
4	Morphine	Injection 15 mg/ml	Ampoule				
5	Morphine	Tablet 10 mg	Tablet				
6	Morphine	Tablet 30 mg	Tablet				
7	Morphine C R	Tablet 30 mg	Tablet				
8	Buprenorphine	Patch 10 mg	Patch				
9	Methadone	5 mg	Bottle				
10	Fentanyl Patch	25 Mcg/Hr	Patch				
	Manufacturer Name:						
	Certification of article: Drug Controller General (India)/Narcotic drug licence Authority						

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

Signature of the bidder with seal.

Date:

Place:

Form of Performance Guarantee / Bank Guarantee Bond

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

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

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

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

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

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

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

Contract Agreement for Various Opioid(Narcotics Analgesic) on Rate Contract Basis

Name of the Product (Manufacturer Name:)

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

BETWEEN

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

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

Terms & Conditions of the Contract Agreement:

1. Period of Contract Agreement: The contract shall be for a period of 02 (Two) years on Rate Contract basis extendable for another one year on mutually agreeable conditions from the date of award of Contract.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (a) Notice Inviting Bid, Eligibility Criteria & Instruction to Bidders (NIB, ITB & Eligibility Criteria).
- (b) General Conditions of Contract (GCC).
- (c) Special Condition of Contract.
- (d) Technical Specification
- (e) Technical and Financial Bid
- (f) Clarifications of Pre Bid queries during first call and amendment/ corrigendum during first call.
- (g) Financial Bid amendment/corrigendum on technical specifications.

- (h) All the correspondence till award of contract i.e. Notification of Award, Performance Bank Guarantee etc.
- (i) Supply/Purchase Order
- (j) Payment Terms: as per Terms & Conditions of the Tender Document
- (k) Uptime Guarantee & Downtime Penalty Clause: as per Terms & Conditions of the Tender Document

3. Warranty/Guarantee:

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

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

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

4. Penalty & Recovery of Sums Due:

- (a) Upon receipt of notice from AIIMS, Bhubaneswar, the supplier shall, within 48 hours on a 24 X 7 X 365 basis respond to take action to replace the defective drugs or parts thereof, free of cost, at the ultimate destination. The Contract holder shall take over the replaced stores after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced stores thereafter. The penalty clause for non-replacement will be applicable as per tender conditions.
- (b) If the Vendor, having been notified, fails to respond to take action to replace the defect(s) within 48 hours on a 24 X 7 X 365 basis, AIIMS, Bhubaneswar may proceed to take such remedial action(s) as deemed fit by the AIIMS, Bhubaneswar, at the risk and expense of the Vendor and without prejudice to other contractual rights and remedies, which AIIMS, Bhubaneswar may have against the Vendor.
- (c) In case the Penalty Amount is not paid by the Vendor, then AIIMS, Bhubaneswar will recover the same from the Performance Security/ Bank Guarantee Deposit given by the Vendor.

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

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

7. The Competent Authority of AIIMS Bhubaneswar reserves the right to relax/withdraw any of the terms and conditions mentioned in the Contract, in doing so if it is in the interest of the AIIMS Bhubaneswar. If at any time during the period of this contract, the client feels that performance of this contract is not beneficial to it, the Director, AIIMS, Bhubaneswar reserves the right to terminate this contract without assigning any reasons.
8. **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikes lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by the second party to the client within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this 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.
9. **Performance Security:** The Vendor/Agency/Authorized Dealer have to furnish Performance Security as 3% (subject to change as per Govt. Order) of contract Value in shape of FDR/TDR/Irrevocable Bank Guarantee in the name of All India Institute of Medical Sciences, Bhubaneswar. The Performance Security should be kept valid for 26 months i.e. Two Year + Two months after completion of obligations under the contract and if the contract is extended, on mutual basis, for another one year then the supplier shall extend it up to another 14 months.
10. The Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
11. **Insolvency etc.:** In the event of the Vendor/Agency/Authorized Dealer being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Bhubaneswar shall have the power to terminate the contract without any prior notice.
12. **Right to call upon information regarding status of contract:** The AIIMS, BBSR will have the right to call upon information regarding status of contract at any point of time.
13. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Bhubaneswar, Odisha and all obligations here under shall be deemed to be located at Bhubaneswar, Odisha and Court within Bhubaneswar, Odisha will have Jurisdiction to the exclusion of other courts.
14. **Obligation of the Vendor:** The Vendor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The Vendor shall keep AIIMS, Bhubaneswar fully indemnified against any liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
15. In addition to above, all other terms and conditions expressed and implied and essential for execution of this agreement as per Tender enquiry document will form part of this agreement.

THIS AGREEMENT will take effect from _____ Day _____ Month
of _____ Two Thousand twenty three and shall be valid for two 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 ‘Vendor /Firm/Authorized Dealer’	For and on behalf of the ‘Director, AIIMS, Bhubaneswar’
Signature of the Authorized Official	Signature of the Authorized Officer
Name of the Official	Name of the Officer
Seal of the ‘Vendor/Firm/Agency/Authorized Dealer’	Seal of the Authorized Officer
Signed, sealed and delivered by the said official of Vendor holder in presence of	Signed, sealed and delivered by the said officer in presence of
Witness: _____ Name: _____ Address: _____ _____ _____	Witness: _____ Name: _____ Address: _____ _____ _____

E-TENDERING INSTRUCTIONS TO BIDDERS

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION ON CPP PORTAL:

1.1 Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge.

1.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

1.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

1.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER ENQUIRY DOCUMENT

2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective „My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

2.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

3.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.

3.2 Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.3 Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

3.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use “My Space” or „Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

4.1. Submission of Bids

4.1.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

4.1.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

4.1.3 Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.

4.1.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

4.1.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

4.1.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

5. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

2) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

3) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

3. ASSISTANCE TO BIDDERS

6.1.1 Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

6.1.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk