

Ref. No.:3639 P – 12038/1/22-23/E-Tender-MS OFFICE/ IPD Services (AYUSH BUILDING)



**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
Kalyani,
(West-Bengal)-741245**

Website: www.aiimskalyani.edu.in

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

E-Tender Ref. No.: 3639 /P – 12038/1/22-23/E-Tender-MS OFFICE/ IPD Services (AYUSH BUILDING)/ ET- Dated: 28.03.2023

E-TENDER DOCUMENT
TENDER FOR SUPPLY OF
MEDICINE FOR IPD SERVICES (AYUSH BUILDING)
TO AIIMS, KALYANI

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E-TENDER DOCUMENT

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani

Notice Inviting E-Tender

E-Tender No.: 3639 /P –12038/1/22-23/ E-Tender –MS OFFICE/ IPD Services (AYUSH BUILDING) ET - Dated: 28.03.2023

The Director, AIIMS Kalyani, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers/authorized dealer or reseller only through E-procurement solution portal of AIIMS Kalyani (<https://www.tenderwizard.com/AIIMSKALYANI>) on mutually agreed terms and conditions and satisfactory performance for Supply of medicine for IPD service (AYUSH BUILDING) at AIIMS Kalyani and supply of items as per the Specifications mentioned in the bid document.

The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC&I (DIPP), Govt. of India. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.

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

E-Tendering Portal:

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

For E-tendering Queries contact Representative of

ITI Limited (Kalyani), email: e-tender@aiimskalyani.edu.in

PH : (033)2999-1575.

Section-I
TENDER SCHEDULE

1.1 Schedule of Tender:

Bid Ref.No 3639 / P – 12038/1/22-23/E-Tender-MS OFFICE/ IPD Services (AYUSH BUILDING) ET – Dated: 28.03.2023

Date of availability of E-Tender document in the AIIMS KALYANI E-Tendering Solution portal	As per e-Tendering Portal of AIIMS Kalyani www.tenderwizard.com/AIIMSKALYANI , www.aiimskalyani.edu.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 KALYANI https://www.tenderwizard.com/AIIMSKALYANI
Date, Time & Place of submission of indicated desired Hard Copies in the Sealed Envelope	As per e-Tendering Portal of AIIMS Kalyani https://www.tenderwizard.com/AIIMSKALYANI in the Tender box kept in the Office of the Procurement-cell, Ground Floor, Academic (I) Block, AIIMS,Kalyani-741245(West Bengal)
Date, Time & Place of Opening of Technical Bid	The Technical Bid will open online as per the schedule given in the https://www.tenderwizard.com/AIIMSKALYANI In case the Scheduled date is declared Holiday The tender shall be opened on next working day.
Tender Document Cost payable to AIIMS Kalyani	To be downloaded from website hence no cost applicable.
E-Tendering Solution processing fee for providing online participation support & necessary DSC Certificates to Vendor for participate in Online E-Tender process	As applicable and displayed on https://www.tenderwizard.com/AIIMSKALYANI and payable to www.tenderwizard.com directly by the prospective Bidder.

Cost of Bid Document	:	Nil (can be downloaded from website)
Amount of Earnest Money Deposit (EMD)(in shape of FDR/BG)	:	Rs.40,000/-(forty thousand only)
Validity of Bid	:	180 (One hundred and eighty) days from the last date of Bid submission.
Performance Security(in shape of FDR/BG)	:	3% of contract value.
Validity of Performance security	:	The performance security shall remain valid for a period of 14 months from the date of Agreement.
Venue	:	All India Institute of Medical Sciences, Kalyani,(West-Bengal Nadia-741245

1.2 Important Dates:

Issue/Publishing Date	:	29-03-2023
Date & time of Pre-Bid Conference	:	NA
Start date and time of submission of e-tender (Bid)	:	29-03-2023 At 14:00
Last date & Time of Submission of e-Tender (Bid)	:	19-04-2023 At 17:00
Date & time of online Technical Bid opening of e-Tender	:	20-04-2023 At 11:00
Date & time of opening of Price Bid	:	Will be informed to the Technically qualified Bidders.

Section-II
INSTRUCTION TO BIDDERS

- 2.1 The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 2.2 **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.
- 2.3 **Exemption:** Firms registered with NSIC 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 manufacturers have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption. EMD exemption is applicable for MSME having valid certificate under PPP for MSEs as per the latest MSME Order. Further, CPPP already has a provision of capturing UAM (Udyog Aadhar Memorandum) number issued by MSME of the vendors in order to identify themselves as MSME vendor. MSME vendors are to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSEs Order, 2012 for tender invited electronically through CPPP. Declaration of UAM number by the vendors on CPPP is mandatory.
- 2.4 **EMD:** Bidders need to deposit the EMD amount of **Rs.40, 000/-(Forty thousand only)** in the form of FDR/Bank Guarantee in favor of "AIIMS Kalyani" in a sealed envelope on or before the Date of Submission of Bid in the Tender Box kept in the Office of **Procurement-Cell, Ground Floor, Academic Block-1, AIIMS Kalyani-741245** and its legible scanned copy must be uploaded in the E-Tendering Solution.
- AIIMS Kalyani will not pay any interest on any EMD Amount to bidder. The EMD of the successful bidder shall be returned after the receipt of Performance Security Deposit and in case of unsuccessful bidders the same will be returned after award of the contract. The EMD of a Bidder will be forfeited, if a bidder withdraws bid after opening of Technical Bid/ misrepresents facts or submit fabricated/ forged/tampered/altered/manipulated documents.
- 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 BG should cover the liability period from last date of bid submission and should be valid for a minimum period of 180 days and claim date should be two months from expiry of BG validity period.*

- 2.5 Clarification of bidding documents:** 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., e-tender@aiimskalyani.edu.in. Or contact at Ph. (-033)29991575-24. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received **not later than 07 (Seven) days from the date of last date of bid submission.**
- 2.6 Pre-Bid Conference:** All the prospective bidders shall attend the Pre-Bid Conference at Ground Floor Academic Block-1 AIIMS, Kalyani on / / at : **PM**. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website i.e. CPP Portal, Tender Wizard and AIIMS, KALYANI as "Corrigendum". Therefore, bidders are requested to submit their bids as per revisions/changes/corrigendum if any, after the Pre-Bid Conference (PBC). No press advertisement will be made for corrigendum.
- 2.7 Amendments in Bidding Documents:** At any time till **7(seven) days before the deadline for submission of bids,** the AIIMS, Kalyani 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, KALYANI shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, KALYANI till 7(seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.
- 2.8 Withdrawal of Bid:** The Bidder can withdraw its Bid before the closure date and time of receipt of the Bid. The system shall not allow any withdrawal after expiry of closure time of the Bid.

Section-III

TWO BID SYSTEM AND CONDITIONS

3.1 Technical Bid: All required documents are to be submitted/ uploaded online. However, **the following documents in Original are to be sent to** Procurement-cell, Ground Floor, Academic (I) Block, AIIMS, Kalyani-741245(West Bengal) **separately in a sealed envelope super scripted as: “e-Tender Ref. No.: 3639/P – 12038/1/22-23/E-Tender-MS OFFICE/ IPD Services (AYUSH BUILDING) ET – _____ and Subject: Supply of Medicines for IPD Service (AYUSH BUILDING) at AIIMS, Kalyani”.** The sealed enveloped should reach on or before last date & time for submission of e-tender i.e., before the due date of submission of online bidding.

- a. EMD (Bid Security)
- b. Undertaking for acceptance of all Terms & Conditions (Annexure-I).
- c. Notarized affidavit on Indian Non-judicial stamp paper of ₹ 10/-as per Annexure-II.
- d. List of Drugs along with drugs code for which firm has quoted without mentioning price.
- e. Technical Literature/Catalogue & documents of the quoted items that is technically relevant and supportive to the bid.
- f. The statement of deviation (Parameter wise) from the e-tender Technical Bid Specification-(Annexure-IV)
- g. The performance statement duly filled by the concerned firm/organization as per Annexure-V.
- h. The annual turnover statement (in the letterhead of the Chartered Accountant should be attached) as per Annexure-VI.
- i. The company/manufacturer must submit the most recent certificate in support of the product which is manufactured as per most guidelines of a Good Manufacturing Practice (GMP) certified laboratory issued by the government or competent authority. Otherwise the bid will be rejected.
- j. Declaration for manufacturing items and production capacity as per GMP/WHO/COPP as per Annexure-VII.
- k. All the participate bidder must arrange physical demonstration all the quoted drugs before the technical committee at the site of AIIMS Kalyani on the schedule date. This physical demonstration will be an integrated part of technical evaluation. If any bidder unable to arrange physical demonstration at the site of AIIMS Kalyani his/her may be rejected.
- l. **(Note: All the copies of uploaded documents duly signed & stamped by the Bidder as per the sections of Tender document, must be filed in a ring binder, properly indexed with page numbers).**

3.2 Financial Bid: The Financial Bid to be submitted on line as per prescribed format in Section IX. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter.

- a. The Rates are to be quoted in the given format “Section-IX”.
- b. All quoted rates should be inclusive of freight, packing, forwarding & insurance & Labour charges and also percentage of GST etc.
- c. The rates should be quoted in Indian Rupees in figure as well as in words only.
- d. If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

- e. **L-1 will be decided on the lowest price excluding GST of each product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items.
- f. The price in the Financial Bid to be quoted as per the formulation unit only as mentioned in the list of items.
- g. 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.
- h. An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.

Section-IV

ELIGIBILITY CRITERIA

- 4.1 The O.E.M. shall have a valid manufacturing drug license or duly acknowledged renewal application with old license issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable). The firm is required to submit the renewal License copy immediately on receipt and suspension/cancellation of License if any must be informed immediately.
- 4.2 The O.E.M. shall have valid GMP certificate as per Revised Schedule M of Drugs & Cosmetics Rule 1945/COPP (Certificate of Pharmaceutical Products)/WHO GMP certificate issued by the concerned licensing authority for drug items.
- 4.3 In case of imported item, WHO/GMP (of Manufacturer)/COPP (Certificate of Pharmaceutical Products) shall be submitted. *Note:* Valid certificate mean the certificates should be valid at least on the date of opening of technical bid. The firm is required to submit the renewal License copy immediately on receipt and suspension/cancellation of License if any must be informed immediately.
- 4.4 The Bidder should have experience (across at least 3 states of India) in supplying quoted item/Similar item as per tender specification to the State or Central Government or Government Hospitals/Corporate Hospitals/PSU Hospitals in India/UN agencies/Authorized agency of the State/Central Govt./PSU as a manufacturer during the **last 2(two)years**.
- 4.5 The Bidders or its O.E.M. should have at least 02(Two)years market standing for the quoted item(s) as per tender specification (In Annexure-III/Market standing certificate issued by the licensing authority to establish the 2 years' market standing of for the quoted item(s) as per tender specification). 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. This would not be applicable for non-drug items.
- 4.6 Non-Conviction certificate issued by the licensing authority that the manufacturers have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules.
- 4.7 **Financial Standing Criteria:** The O.E.M. shall have a **minimum turnover of Rs.60 (Sixty) Lakhs** or more in each year during last (3) three financial years in India. The Re-sellers/ distributors shall have a minimum average turnover of **Rs.7 (Seven) lakhs** or more/year during last (3) three financial years in India. The proof of Turnover is to be furnished in the Annexure-VI certified by the Chartered accountant and supported by audited financial statement. MSME exemption and purchase preference will be provide as per the applicable rule of public procurement.
- 4.8 The O.E.M. should have only one authorized agency/authorized stockiest for all their quoted items in Kalyani and around only for the purpose of supply of items. No part authorization of items will be entertained at any stage of Contract. Any change of authorization must be intimated to AIIMS, Kalyani without any delay. Authorization certificate (for re-sellers /distributers) is required. The registered office of authorized agency/ stockiest/distributor/dealer should be existing within the radius of **50 (Fifty)** km distance from **AIIMS, Kalyani**.

- 4.9 The drugs should have been evaluated and validated by at least by one international agencies like WHO, UNICEF and/or National level laboratories such as National Institute of Nutrition, Hyderabad; National Centre of Disease Control, Delhi; All India Institute of Medical Science, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research and Council of Scientific & Industrial Research Laboratories. The validation should include tests for the quality, packaging, ready to use testing (drop by drop), stability at various places, shelf life under sealed condition as well as open condition. The detail test report of all the test parameters must be furnished in the technical bid.
- 4.10 The O.E.M. must have in house testing facilities and valid Good Laboratory Practice (GLP Certificate) as per schedule L1 of the Drugs and Cosmetic Rules issued by Central/State Drug Controller for the quoted common drugs (as applicable).
- 4.11 In case of newly introduced item(s), the participating Bidder will submit valid Certificate from Drug Controller General of India in support of the claim and valid Drug License from the concerned Licensing Authority.
- 4.12 In case of Proprietary item(s), participating Bidder will submit valid Certificate to this effect from State Drug Controller/Licensing Authority, else Bidder's claim will not be considered.
- 4.13 For the item(s) quoted in the Tender enquiry, participating Bidder will have to submit Original Label of all quoted items and Literature/Brochure/Catalogue of all quoted items.
- 4.14 The bidder should have submitted in the bid a copy of Quality Management System (QMS) certificate of the quoted items.
- 4.15 The bidder should submit 05 nos. of end user certificate from any Govt. /PSU Organization against execution of orders for tendered items.
- 4.16 A latest certificate of GST payment should be enclosed.

Note for Bidders:

'Doctrine of Substantial Compliance': The Eligibility Criteria are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility Criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

Section-V
TECHNICAL SPECIFICATION OF LIST OF ITEMS

5.1 General Specification item wise:

SL. No.	Description	Strength	Formulation Unit
1.	INJ ADRENALINE	1mg/ml	200
2.	INJ NORADRENALINE	4mg/2ml	200
3.	INJ CALCIUM GLUCONATE	1g/10ml	200
4.	INJ HYDROCORTISONE	100mg/vial	100
5.	INJ ADENOSINE	6mg/2ml	50
6.	INJ CORDARONE	150mg /3ml	25
7.	INJ SODIUM BICARBONATE	25ml	200
8.	INJ POTASSIUM CHLORIDE	10ml	200
9.	INJ AVIL	10ml	200
10.	INJ DOPAMINE	200mg/5ml	100
11.	INJ DOBUTAMINE	250mg/5ml	100
12.	INJ MGSO4	1mg/2ml	100
13.	INJ INSULIN REGULAR	40 IU/ml	100
14.	ACTIVATED CHARCOAL	500MG	10
15.	INJ LANTUS (INSULIN GLARGINE)	100 UNITS/ML	10
16.	INJ MIXTARD	30/70	50
17.	INJ DEXAMETHASONE	10mg/ml	200
18.	INJ METHYL PREDNISOLONE	40MG	50
19.	INJ PHENERGAN	22.75mg/ml	50
20.	INJ PANTOPRAZOLE	40MG	300
21.	INJ EMESET	4MG	500
22.	INJ PERINORM	10MG	100
23.	INJ PARACETAMOL	100ML/1G	500
24.	INJ DERIPHYLLINE	2ML	100
25.	INJ TRAMADOL	100MG	300
26.	INJ TRANEXA	500MG	100
27.	INJ VITAMIN K	10MG	100

28.	INJ T T	0.5ML	500
29.	INJ DROTAVERIN	40mg	200
30.	INJ VASOPRESSIN	20units/1ml	50
31.	INJ N T G	5mg	50
32.	INJ LABETALOL	4ML	100
33.	INJ LIGNOCAINE	2%	200
34.	INJ LIGNOCAINE WITH ADRENALINE	30ml vial	20
35.	INJ HEPARIN	5000 IU	100
36.	INJ MULTI VITAMIN	10ml	300
37.	INJ IRON SUCROSE	200mg	50
38.	INJ PHENYTOIN	100MG	100
39.	INJ LEVIPRIL	500MG	200
40.	INJ METOPROLOL	1mg/ml	50
41.	INJ PHOSPHENYTOIN	150mg	20
42.	INJ LORAZEPAM	4MG	100
43.	INJ MIDAZOLAM	5MG	200
44.	INJ DIAZEPAM	5mg	50
45.	INJ HYOSCINE BROMIDE	20mg	100
46.	INJ GLYCOPYROLATE	0.2mg	20
47.	INJ CYCLOPAM	10mg/2ml	50
48.	INJ TORSEMIDE	10mg/ml	50
49.	INJ DILTIAZEM	50mg/10ml	20
50.	INJ MORPHINE	15MG	50
51.	INJ FENTANYL	100MCG	200
52.	INJ ROPIVACAINE	1%	20
53.	DUOLIN RESPULE	3 ML	300
54.	ASTHALIN VIAL/RESPULE	2.5 ML	300
55.	BUDECORT RESPULE	2ML	300
56.	LEVOLIN RESPULE	0.63MG	300
57.	ACETYLCYSTINE NEB (Mucinac)	2ML	25
58.	IPRAVENT RESPULE	2ML	50
59.	FORACORT NEB	2ML	10
60.	LIGNOCAINE JELLY 2%	30gm	300
61.	DICLOFENAC SODIUM SUPPOSITORY	100mg	50

62.	DULCOLAX SUPPOSITORY	10mg	50
63.	ENEMA PROCTOCLYSIS	100ML	100
64.	ANTI SNAKE VENOM	10ml	50
65.	INJ METRONIDAZOLE	500mg	300
66.	INJ FLUCONAZOLE	400mg	30
67.	INJ OFLOXACIN	200mg	30
68.	INJ CLINDAMYCIN	600mg	100
69.	INJ LINEZOLID	200mg	50
70.	INJ STREPTOKINASE	2.5 IU	10
71.	INJ ENOXAPARIN	0.4ML	100
72.	INJ ENOXAPARIN	0.6ML	100
73.	NORMAL SALINE 0.9%	500ML	1000
74.	NORMAL SALINE 0.9%	100ML	2000
75.	NS 0.45%	500ML	50
76.	3% NS	100ML	100
77.	DNS 0.9%	500ML	1000
78.	5%D	500ML	500
79.	10% D	500ML	300
80.	PLASMALYTE P	500ML	50
81.	INJ HUMAN ALBUMIN (20%)	20gm	20
82.	DISTILLED WATER	10ML	1000
83.	DISTILLED WATER	500ML	300
84.	TAB ASPIRIN	75MG	200
85.	TAB ASPIRIN	150MG	200
86.	TAB CLOPIDOGREL	75MG	100
87.	TAB SORBITRATE	5MG	100
88.	TAB TELMISARTAN	40MG	200
89.	TAB ALPRAZOLAM	0.25MG	100
90.	TAB ONDASETRON	4MG	1000
91.	TAB VERITIN	60MG	30
92.	TAB CLINIDIPINE	10MG	30
93.	TAB NTG	2.6MG	100
94.	TAB NIFEDIPINE	5MG	30

Section-VI

GENERAL CONDITIONS OF CONTRACT

- 6.1 Validity of Tender:** The validity of the Bid shall be for **180 (One hundred and eighty) days** from the date of last date of submission of the bid.
- 6.2** Bidders are required to arrange a demonstration of the quoted products, if required by technical evaluation committee (TEC). Failure to arrange for a demonstration on the given date may lead to cancellation of the bid or depends upon recommendation of TEC. Cost of organizing such demonstration shall be borne by the bidder.
- 6.3** The Bidder shall bear all costs associated with the preparation and submission of its Bid and AIIMS, Kalyani, hereinafter referred as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 6.4** The supply of Common Drugs/products/Articles 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, KALYANI by the bidder at their own cost i.e., C.I.F. at AIIMS Kalyani. 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. Whenever it is find out the quantity of the drug is substandard/or any advance effects happened, the hospital has the right to cancel the order or return the full batch of drugs.
- 6.5** The Director, AIIMS Kalyani has full authority to take into account the performance of eligible Manufacturers and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance and Supply of Items. Any form of tampered document shall be out rightly rejected.
- 6.6 Purchase Order(s)** will be placed from time to time during the currency of the contract in which exact quantities required on each occasion together with the date of delivery shall be specified.
- a.** No guarantee can be given as to the minimum quantity which will be drawn against this contract but the selected firm will have to supply quantity as may be ordered during the currency of the contract.
 - b. Purchase Order(s)** against the contract will be accepted as long as holder/firm on or before last date of the currency of the contract. Purchase Orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.
- 6.7 Delivery of supplies/Stores:** Delivery of stores shall be C.I.F. to Central Store, AIIMS Kalyani. The AIIMS Kalyani is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
- a.** The firm will be bound to supply the ordered items preferably within **30 days** of issuance of purchase

Order and maximum by **45 days** of issuance of purchase. Extension shall not be allowed in ordinary course, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension may be considered/allowed (subject to approval from Competent Authority) provided that the request is received within **10-15 days** of receipt/acceptance of Purchase Order. Thereafter, suitable action as deemed fit (Refer term No.-6.8.7), will be initiated. If the items are imported one, necessary documentary proof along with a request letter from the Manufacturer thereof may be submitted for consideration of **90 days** Delivery Period for such items.

- b. The successful Bidder along with the copy of the Invoice shall submit the copy of the Standard Quality Certificate of analysis from their own laboratory/NABL Accredited Laboratory/Government approved Laboratory as applicable with necessary protocols for every batch of items supplied to the Central Stores & Hospital Pharmacy, AIIMS, and Kalyani at the time of supply. The successful bidder has to submit all copies of the Test Reports to Central Pharmacy, AIIMS, and Kalyani for future reference within **7 days** of delivery.
- c. 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, and Kalyani. Where more than one batch of Drug is supplied under one Invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each shall be specified. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ 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.*
- d. 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 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.
- e. 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.
- f. In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidates damages shall be charged.
- g. 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, Kalyani) 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.
- h. The quantity for supply will be as per the requirement of user departments and is subject to

Increase/decrease at the discretion of the competent authority of AIIMS, Kalyani. The payment would be made for actual supply made as per purchase order.

- i. The selected Manufacturers shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even at short notice to AIIMS Kalyani. The selected manufacturer should submit two working e-mail IDs for all official correspondence which will be registered in the vendor directory. Any changes in the Mail IDs must invariably be informed immediately to AIIMS, Kalyani.

6.8 Testing of Items: The AIIMS Kalyani shall be at liberty to undertake regular and random testing of item(s) supplied by the Holder at regular interval to maintain and ensure the quality of item(s) supplied by any Govt. Approved Laboratory. The report of the Govt. Approved Laboratory shall be binding on the Holder firm, If the R/C holder disagrees with the outcome of test result, may approach Appellate Authority for drugs i.e., CDSCO for a fresh test of the sample within **three months** from the date of communication of the disputed test report to the holder firm.

6.9 If single item/Batch of item(s) is/are declared NSQ (Not of Standard Quality) under Central Drugs Standard Control Organization (CDSCO), then the supplier has to take back all the NSQ items immediately and replace the quantity. Recovery will be initiated wherever payment had already been made. Holder/firm will be liable to pay damages/compensation (if any) to individual/individuals arising due to consumption of such NSQ declared items and in case of any adverse reaction reported in the Hospital during administration of the item(s). If more than one item/batch of items belonging to a particular firm is declared NSQ within a year, then the firm will immediately be debarred from current and all future tenders of AIIMS, Kalyani for a period of three years. This will also lead to forfeiture of Performance Security of the concerned firm.

6.10 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**.

- a. 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 Kalyani.
- b. The bills raised by the selected tendering Manufacturers should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Kalyani authorities.
- c. If the selected Manufacturers fail to deliver the Drugs or replace the defected/spurious/expired/ soon to

expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% of total order value per week or part thereof exceeding 3 days (date of purchase order and date of delivery being excluded), subject to maximum of 10% of total order value as penalty and the actual cost paid to other sources by the All India Institute of Medical Sciences (AIIMS) Kalyani, for the desired Drugs for Hospital, shall be deducted from the Manufacturers pending bills or Performance Security.

- 6.11** The tendering Manufacturers shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS) Kalyani while submitting the tender or at subsequent stage. Upon selection of the tendering Manufacturers, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.
- 6.12** The Lowest quoted rate by the selected tendering Manufacturers as approved by the All India Institute of Medical Sciences (AIIMS) Kalyani shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
- 6.13** The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
- 6.14** The Life period (expiry period) of any of the item supplied by the successful Bidder/Bidders will have the minimum three-fifth shelf life remaining on the date of receipts of items in AIIMS Kalyani. The supplied items having less than three-fifth shelf life on date of delivery 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. Near expiry drugs/drugs going to expiry within 03 (three) months should be taken back and return the fresh stocks with same quantities.
- 6.15** The supply contract will be valid from the date when the Purchase Order Issued/formalities completed by AIIMS Kalyani. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance be reported. This office reserves the right to Suo-moto terminate the supply contract by giving 30 days' notices at any point of time.
- 6.16** Both on large and smallest units (Bottle/Strips/pack) of the Drugs, it is mandatory to Print/Sticker/stamp in indelible ink on label/packets/cartons "**GOVT. SUPPLY, NOT FOR SALE/FOR USE BY AIIMS, KALYANI**" & No Price Should be quoted/printed on the Label. Cases, wherein quoting of price cannot dispensed with, it should be covered in indelible ink.
- 6.17** **Inspection of supplies:** - Inspection will be done by the duly constituted committee members nominated by Director, AIIMS Kalyani and or his authorized representatives in AIIMS Kalyani premises at designated place.
- 6.18** The AIIMS Kalyani 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 Kalyani.

- 6.19 Packaging & marking of supplies:** -The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage.
- 6.20 Disputes & Arbitration:** - All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS Kalyani 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.
- 6.21 Insolvency :-** 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, Kalyani shall have the power to terminate the contract without any prior notice.
- 6.22 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 Legal Jurisdiction of Kalyani shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 6.23 Performance Security Deposit:-**The successful bidder will be required to furnish a Performance Security Deposit of minimum of **3% of contract value** in favour of “AIIMS Kalyani” by way of “Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt” (in favour of the executive director of AIIMS, Kalyani) from Nationalized/Commercial Bank which is refundable. The performance security shall remain valid for a period of 14 months from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.
- 6.24 Parallel Purchase:** The AIIMS Kalyani reserves the right to place an order for supply of any items mentioned in the Tender at any stage to any other firm(s) without any information to the Rate selected firm/holder. Purchaser reserves the right to conclude one or more than one firm for the same item.
- 6.25 L-1 will be decided on the lowest price excluding GST of each product** for which the bidder is quoting. GST has to be mentioned clearly in percentage for each product. Item wise evaluation will be done for determining lowest quoted price for each of the Items.
- 6.26** The Purchaser will have the option to negotiate the price with the bidders if situation warrants.
- 6.27** Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 6.28** 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.
- a.** In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor/ trivial nature of deviations in the submission of documents may be ignored or may be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

- b. The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.

6.29 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, KALYANI** may, opt to terminate the contract.

6.30 Debarment from bidding:

- a. 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.
- b. 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.
- c. 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.
- d. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

6.31 Code of Integrity:

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

6.32 The Director, AIIMS Kalyani, KALYANI, 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.

Section-VII

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

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

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

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

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

7.3 **Bid submission:** The entire bid-submission would be online on the Tender wizard portal i.e. <https://www.tenderwizard.com/AIIMSKALYANI> 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 establishing 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 copies of duly filled price schedule as Annexure are to be uploaded.

Processing Fee: Firm have to pay processing fee as applicable (**As per applicable charge including GST**) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

➤ **Evaluation Method: L1 will be decided based on Item wise evaluation.**

7.4 **Offline Submissions:**

The bidder is requested to submit the following documents offline to The Sr. Procurement-cum Store Officer, AIIMS, Sijua, Kalyani (KALYANI) – 741245 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

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

7.5 **Public Online Tender Opening Event (TOE):**

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

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

7.6 **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 AIIMSKALYANI by the bidders in time, then AIIMSKALYANI will promptly reschedule the affected event(s).

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

7.7 **Other Instructions:**

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

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

- i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
- ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.

- iv.** Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc.).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, and 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, Kalyani, if required, before participation in the online tendering.

For any further assistance, please contact Mr Sanjeeb Mahapatra (08249821902), Mr Maynak Singh Thakur (08800115628), Helpdesk-011-49424365, ITI email ID for mailing communication: twhelpdesk680@gmail.com / twhelpdesk404@gmail.com / mayank.s@etenderwizard.com / sanjeeb.m@etenderwizard.com

Section-VIII
CHECKLIST OF IMPORTANT DOCUMENTS

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

S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
1	Details of Bidders as per Annexure-IX	Mention in Letter Head		
2	Name, Address, Email IDs & designation of the Authorized person for signing the bid documents.	Mention in Letter Head		
3	Name, Address, Email ID, Phone & Fax No. of Office/Go-down/Authorized supplier at Kalyani or within 50 Kms. radius of AIIMS, Kalyani.	Mention in Letter Head		
4	PAN No.	Attested copy of PAN Card		
5	GST Registration No.	Attested copy of GST Registration Certificate		
6	Annual Turn Over for last Three financial years.	As per Annexure-VI in the letter Head of CA along with copies of authenticated Balance Sheet & P&L Account for the last three Financial years.		
7	Details of the Earnest Money Deposit (EMD) Rs.40,000/- (Forty thousand only)	BG / FDR copy		
8	Firms registered with NSIC are exempted from submission of EMD (subject to the financial limits Indicated in the NSIC certificate).	Attested copy of NSIC Registration Certificate		
9	Whether the firm is a registered firm under MSEs or SSI. MSME 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.	Attested copy of MSE / SSI Registration Certificate. Document showing UAM		
10	Undertaking for acceptance of all Terms & Conditions In original (Annex. -I).	Annexure –I typed on Letter head		
11	Notarized affidavit as per (Annex. –II) on Indian Non-Judicial Stamp Paper of Rs.10/-	Notarized Affidavit		
12	Market Standing Certificate form as per (Annex. – III)	Attested copy of Certificate		
13	Valid GLP (Good Laboratory Practice) Certificate issued by Central/State Drug Controller/FDA	Attested copy of Certificate		
14	Whether the products/items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical Specification must be enclosed. - (Annex. -IV)	Annexure – IV typed on letter head along with Copy of the relevant documents.		
15	Performance statement Form as per Annex. - V (05 Nos. user Certificate along with PO copies)	Annexure – V typed on letter head along with Attested Copy of the relevant documents		

S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
16	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC & I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary Evidence in support of their claim.	Attested copy of Certificate		
17	Details of License as per Annexure-X	Copy of the documents & Attested copy of Certificate		
18	Manufacturing License Certificate	Attested copy of Certificate		
19	Valid GMP/COPP/ Certificate (Annexure-VII)	Attested copy of Certificate		
20	Evaluation and validation by International/national agencies as per Clause 4.11	Attested copy of Certificate		
21	QMS Certificate	Attested copy of Certificate		
22	Original Label of all quoted items and Technical Literature/Catalogue & documents	Copy of the documents		
23	Newly introduced item Certified by the concerned Licensing Authority.(if applicable)	Attested copy of Certificate		
24	Any other information, if necessary			

Signature of the bidder with seal.

Place:

Date:

Section-IX

Financial Bid

Note:

The price in the Financial Bid to be quoted per piece / foil / vial /capsule / tablet/bottle/ container/ tube etc. (as the case may be) and not the Pack Price.

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

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

MRP (Maximum Retail Price) as per the manufacturer.

Certificate:

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute
3. That I/We shall supply the items of requisite quality and quantity as per PO placed.
4. That I/We undertake that the information given in this tender are true and correct in all respects

Signature of the bidder with seal.

Place:

Date:

Section-X
FORMATS FOR BIDDERS (TECHNICAL BID)
Annexure-I

Name of the E-Tender: Tender for Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

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

To,
The Director,
AIIMS Kalyani,
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, KALYANI, and KALYANI-741245 to supply the approved awarded items in the approved prices to AIIMS Kalyani.
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 Kalyani, 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 Minimum @ 3% of contract value or (proportionately be decided by AIIMS, KALYANI) shall be deposited by me/us in the form of FDR/ Irrevocable Bank Guarantee in favour of All India Institute of Medical Sciences, Kalyani on award of the contract from a Nationalized/Commercial Bank and shall remain in the custody of the Director, AIIMS KALYANI till the validity of the Contract period plus two month (i.e. for 14 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 Kalyani 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 Kalyani, India.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
14. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Director, All India Institute of Medical Sciences, Kalyani(India) will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder

ANNEXURE-II

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

UNDERTAKING

(To be executed on ₹ 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 from any contract by any Government authority/organization.
4. I/We have not quoted the price higher than previously supplied to any Government Institute/Organization/ PSU/reputed Private Organization or rate of Rate contract with Govt. procurement Agency in recent past.

**Name & Signature
Seal of the participating Bidder
Company**

Affirmation/Verification

Notary Public

Annexure-III

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

MARKET STANDING FORMAT**(To be submitted in Part-I 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	Item Code	Name of the Drug	Strength	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 DRUG LICENSING AUTHORITY, IF IT IS NOT POSSIBLE TO PROVIDE THE MARKET STANDING IN THE ABOVE FORMAT.

Annexure-IV

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Deviation Statement Form

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

Sl. No.	Item Code	Description	Specification as per Tender	Deviations	Remarks (including Justification)

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No deviation"

Note:

Annexure-V

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

Performance Statement Form

Name of the Firm.....

Sl. No.	Order placed by (Full address of Purchaser)	Order No. & date	Value of order	Have the items Been supplied satisfactorily (Yes/No)

Signature Seal of the Firm/organization

Place:

Date:

Note: Documents to be attached in support of the above.

Annexure-VI

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

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 and bidder for I.V. 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 Crores (Rs) both in figures & words
1	2020-2021	
2	2021-2022	
3	2022-2023	

Signature of Auditor/Chartered Account:

Date:

Place:

(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-VII

Name of the E-Tender: Tender for Supply of Medicine for IPD Service (AYUSH BUILDING) to AIIMS, Kalyani for a period of one year from the date of Agreement extendable for one more year on mutually agreed Terms and Conditions.

DECLARATION FOR MANUFACTURING ITEMS AND PRODUCTION CAPACITY AS PER GMP/WHO GMP/COPP (FOR DRUG ITEMS) (To be submitted in Part-I Technical Bid)

01. Name and Address of the Firm:
02. Name of Proprietor/Partner/Director:
03. Name, Designation and address of Person responsible to the company under Section 34 of D and C Act 1940:
04. GMP Certificate as per Revised Schedule "M"/COPP/WHO GMP:
05. Testing Facilities (List of Equipment to be furnished Separately in the format to meet the bench mark vide Annexure/own facility/name of approved institutions carrying out testing of drugs on behalf of the firm

Chemical Method : Yes/No

Instrumental : Yes/No
(Type of Instrument provided as indicated in Annexure)

Biological : Yes/No

Micro Biological : Yes/No

Animal Testing : Yes/No

(C) Production Capacity (Section Wise) in detail based on the quoted items.

Signature and Seal of Proprietor/Partner/Director

To be attested by the Notary/Gazette Officer/Licensing Authority

ANNEXURE-VIII

Model Bank Guarantee Format for Bid Security (EMD)

(To be executed on Non-Judicial Stamp paper of Rs.)

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: To Dated:

Last Date for Lodgment of claim:

Whereas M/s(herein after called the "Bidder") has submitted their Offer/ bid for the supply of I.V. Fluids (herein after called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that we..... (Bank), a body

Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Registered Office/ Head Office at.....are bound unto All India

Institute of Medical Sciences, Kalyani alias AIIMS Kalyani (herein after called the "Purchaser") in the sum of Rs.3, 00,000/- (Rupees Three Lac only) for which payment will and truly to be made to the said purchaser.

THE CONDITION OF THIS OBLIGATION ARE:

1. If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2. If the Bidder having been notified of the acceptance of his tender by the purchaser during the period of its validity: -

- a) If the Bidder fails to furnish the performance security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of two conditions, specifying the occurred condition or conditions.

We the..... (Bank)(Branch) undertake not to revoke the Guarantee during its currency except with the previous consent of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI in writing.

We the..... (Bank)..... (Branch). Further agree that a Mere demand by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, is sufficient for us.....

Branch at Kalyani to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us.....

Branch to decline payment to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI.

(Signature of the authorized officer of the Bank)

Name and designation of the officer with seal

Common Seal of the Bank is affixed this.....day of.....20.....

Seal with name & address of the Banks and address of the Branch

ANNEXURE-IX

(To be submitted on bidder's Letter head in Technical Bid)

Details of Bidder

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

Signature and seal of the Firm/organization

Place:

Date:

Annexure -XI**Form of Performance Guarantee / Bank Guarantee Bond**

In consideration of the Director of All India Institute of Medical Sciences Kalyani (hereinafter called "AIIMS Kalyani") having offered to accept the terms and conditions of the proposed agreement between AIIMS Kalyani 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 Kalyani an amount not exceeding Rs..... (Rupees Only) on demand by The AIIMS Kalyani.
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 Kalyani 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 Kalyani 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 Kalyani under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS Kalyani 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 Kalyani 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 Kalyani or any indulgence by the AIIMS Kalyani 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 Kalyani in writing.
8. This guarantee shall be valid up tounless extended on demand by the AIIMS Kalyani. 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)