



अखिल भारतीय आयुर्विज्ञान संस्थान, भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL

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Saket Nagar, Bhopal (M.P.) – 462020

Website: www.aiimsbhopal.edu.in

E- Tender ID: AIIMS/BPL/HOSP/2023-24/200

Dated 26/04/2023

E- Tender
for
Rate Contract for Procurement of Narcotics Drugs
At Drugs and Pharmacy Stores
AIIMS, Bhopal

E-Biding Portal: <https://www.tenderwizard.com/AIIMSBHOPAL>

www.eprocure.gov.in



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E-TENDER DOCUMENT

**Rate Contract for Procurement of Narcotic Drugs at Drugs and Pharmacy Stores
AIIMS, Bhopal**

Notice Inviting e-Tender

E- Tender ID: AIIMS/BPL/HOSP/2022-23/

Dated

The Executive Director, AIIMS Bhopal, invites e-tenders in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers or their authorized distributors only through e-procurement portal of AIIMS, Bhopal (<https://www.tenderwizard.com/AIIMSBHOPAL>) to enter into a Rate Contract for Supply of Narcotic Drugs at Pharmacy Stores, AIIMS Bhopal under the terms & Conditions of the tender. The Rate Contract shall be initially for a PERIOD OF TWO YEARS extendable for another ONE YEAR on mutually agreeable conditions.



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Section - I
Tender Schedule

E- Tender ID: AIIMS/BPL/HOSP/2023-24/200

Dated 26/04/2023

**Rate Contract for Procurement of Narcotic Drugs at Drugs and Pharmacy Stores
AIIMS, Bhopal**

	Schedule	Date (DD/MM/YYYY)	Time (Hrs. Mins)
01	Tender Publishing Date	26/04/2023	5.00PM
02	Document download Start Date	26/04/2023	5.00PM
03	Document download End Date	17/05/2023	5.00PM
04	Pre-Bid Meeting	01/05/2023	3.00 Pm in SPSO Office, 1st Floor, Service Building- II, Saket Nagar AIIMS Bhopal -462 020
05	Bid Submission Start Date	26/04/2023	5.00PM
06	Bid Submission End Date	17/05/2023	5.00PM
07	Technical Bid opening Date	18/05/2023	11.00AM in SPSO Office,1st Floor, Service Building-II, Saket Nagar AIIMS Bhopal -462 020

For any query regarding this E-tender, mail may be sent
storekeeper3@aiimsbhopal.edu.in, cc to: spsp@aiimsbhopal.edu.in

S. No	Item Description	EMD	Annual Tentative Cost in Rs.	Tentative Annual Requirement.
1	Rate Contract for Procurement of Narcotic Drugs at AIIMS, Saket Nagar, Bhopal-462 020 (MP)	Consolidated Rs.,10,000/-	4,99,000.00	Aa per Chapter-V (Technical Specification)

**I/c Sr. Procurement cum Store Officer
For and on behalf of "Executive Director. AIIMS Bhopal"**



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Section-II
Instructions to Bidders

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 in the bidding document or submission of a bid not responsive to the bidding document in every respect will be at the Bidder's risk and may result in rejection of the bid.
2. **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid by the bidder and tender inviting Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language, for the purpose of interpretation of the Bid.
3. **Purchase Preference to Local Suppliers:**

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

 - 1.a In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
 - (b) In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:
 - I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1
 - II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - (c) In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and



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contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

a. Exemption of small purchases: Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order.

a. Minimum local content: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

b. Margin of Purchase Preference The margin of purchase preference shall be 20%.

4. **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 or their authorized distributors have to submit the relevant certificate (NSIC etc.) and financial limits to avail this exemption. 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.

5. **EMD:** Bidders need to deposit the **EMD amount of Rs. 10,000/-** in the form of FDR/Bank Guarantee in favour of the “Executive Director, AIIMS Bhopal ” in a sealed envelope on or before the date of Submission of Bid in the Tender Box kept in the Office of the **I/c Procurement-cum Store Officer** , and its legible scanned copy must be uploaded in the e-Tendering Solution.

AIIMS Bhopal 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 the 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.

6. **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., storekeeper3@aiimsbhopal.edu.in cc to: sps@aiimsbhopal.edu.in

7. **Pre-Bid Conference:** All the prospective bidders shall attend the Pre-Bid Conference at, AIIMS, Bhopal on the scheduled date and time. Changes, if any, may be incorporated in the bidding document after the Pre-Bid



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Conference and will be uploaded on related websites i.e. CPP Portal, Tender Wizard and AIIMS , BHOPAL 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.

(a) Any queries raised by Bidder must be submitted at the time of Pre Bid meeting /or via email before pre-bid meeting, same will be clarify by the committee and submitted to the all within 03 days after pre- bid meeting. And published in AIIMS Website

(b) After pre Bid meeting any kind of clarification / Query will not be entertained

8. **Amendments in Bidding Documents:** At any time till 7 (seven) days before the deadline for submission of bids, the AIIMS, Bhopal 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 related website regularly. AIIMS , BHOPAL shall not be responsible to notify the amendments to individual bidders. All amendments issued by the AIIMS, BHOPAL till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.
9. **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.
10. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhopal will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process



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Section-III

Two Bid System & Conditions

1. **Technical Bid:** All required documents are to be submitted/ uploaded online. However, **the following documents in Original are to be sent to I/c Sr. Procurement-cum Store Officer, AIIMS, Bhopal - 462020, separately in a sealed envelope super scripted as “e-Tender Ref. No.: AIIMS/BPL/HOSP/2022-23/ and Subject : Rate Contract for Supply of Narcotic Drugs at Pharmacy Store AIIMS, Bhopal ”.** The sealed envelope 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 as per Annexure-I.
 - c. Notarized affidavit on Indian Non-judicial stamp paper of ₹ 500/- 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 as per 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/matrixufacturer must submit the most recent certificate in support of the products which are manufactured as per guidelines of a Good Manufacturing Practice (GMP). Certificate issued by a laboratory of the government or by a competent authority is to be attached; with the bid in case available or within 15 days from the date of issue of NOA.
 - j. Declaration for manufacturing items and production capacity as per GMP-WHO & COPP as per Annexure-VII.

(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 numbered).

2. **Financial Bid:** Financial Bid to be submitted on line as per prescribed format in Section X. All quoted rates should be inclusive of **freight, packing, forwarding & insurance & Labor charges** and also percentage of GST etc. on Door Delivery basis at AIIMS, Bhopal.
- a. **Item wise evaluation will be done for determining lowest quoted price for each of the Items.**
 - b. L-1 will be decided on the lowest price **excluding GST of each product** for which the bidder is quoting
 - c. GST has to be mentioned clearly in percentage for each product.
 - d. The rates should be quoted in Indian Rupees in figure as well as in words only.
 - e. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered
 - f. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter
 - g. The price in the Financial Bid to be quoted as per the **formulation unit only as mentioned in the list of items.**
 - h. The Tender Evaluation Committee may also verify the veracity of claims in respect of known



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performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.

- i. An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.



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Section-IV
Eligibility Criteria

1. Bidder shall only be a **manufacturer and their authorized having valid own manufacturing license** with product registration certificate issued by the Drugs Controller General of India.
2. **Supplier who interested to participate in the bid, kindly make sure they had quoted their bid at least for 25% (Minimum 2 item at least) of the items of the bid. If any bidder who quoted their bid for less than 25% (Minimum 2 item at) of the bid items will not be considered for technical evaluation**
3. The manufacturer 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.
(a) **Authorized distributor has to submit the OEM manufacturing drug License.**
4. In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India.
5. In case of manufacturer, it 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.
6. 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 of purchase order and suspension/cancellation of License if any must be informed immediately.
7. ****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. As per annexure -V**
8. The Bidders 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 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.
9. Non-Conviction certificate issued by the licensing authority that the manufacturers/importer 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.
10. **Financial Standing Criteria:** The Manufacturer / Authorized distributors shall have a **turnover of Rs. 4**



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Lakhs (Four lakh only) or more in each 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.

11. The manufacturer should have only one authorized agency/authorized stockiest for all their quoted items in Bhopal 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, Bhopal without any delay. The registered office of authorized agency/ stockiest/distributor/dealer should be existing within Madhya Pradesh.
12. The drugs should have been evaluated and validated by at least one international agency 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.
13. The participating bidder 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).
14. 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 Licence from the concerned Licensing Authority.
15. 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.
16. For the item(s) which are being imported, the participating Bidder will submit valid Import License issued by appropriate authority in India.
17. 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.
18. The bidder should submit 05 nos. of end user certificate from any Govt./PSU Organization against execution of orders for tendered items.
19. 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.



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Section-V

TECHNICAL SPECIFICATION OF ITEMS

Sl No.	Item Code	Packaging Type	Description	Strength	Formulation Unit	Annual Requirement (Approx.)
Narcotic Drugs						
1	Nar001	Each	Injection Fentanyl citrate 50mcg/ml	2 ML	One vial	5000
2	Nar002	Each	Injection Fentanyl citrate 50mcg/ml	10 ML	One vial	4000
3	Nar003	Each	Injection Morphine Sulphate 10 mg/ml	1 ML	One vial	2000
4	Nar004	Each	Tablet Morphine Sulphate 30mg	30 mg Tab	Tablet	2000
5	Nar005	Each	Tablet Morphine Sulphate 10mg	10 mg Tab	Tablet	4000
6	Nar006	Each	Fentanyl Transdermal Patch 50 mcg	50 mcg	Patch	50
7	Nar007	Each	Fentanyl Transdermal Patch 20 mcg	25 mcg	Patch	50

Note: Qty of the items mentioned in the above table may be increase or decrease depend up the uses of the Hospital



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Section-VI

GENERAL CONDITIONS OF CONTRACT

1. **Validity of Tender:** The validity of the Bid Tender Document shall be for **180 (One hundred and eighty) days** from the date of last date of submission of the bid.
2. **If required Qualified Bidders need** to arrange a demonstration of the quoted products, if required by Technical Specification Evaluation Committee (TSEC). Failure to arrange for a demonstration on the given date may lead to cancellation of the bid or depends upon recommendation of TSEC. Cost of organizing such demonstration shall be borne by the bidder.
3. 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 , BHOPAL by the bidder at their own cost i.e., F.O.R.at AIIMS Bhopal . 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 02 weeks on a 24 x 7 x 365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
4. If the selected Manufacturers or their authorized distributors fail in replacing 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 02 week (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 AIIMS, Bhopal , for the desired Drugs for Hospital, shall be deducted from the Manufacturers or their authorized distributors pending bills of any of the po or Performance Security.
5. **Fall Clause:** If at any time during the execution of the contract, the Manufacturers/Authorized Distributor 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 Bhopal / PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhopal. 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 Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
6. The Executive Director, AIIMS Bhopal has full authority to take into account the performance of eligible Manufacturers or their authorized distributors 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.



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7. **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. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the rate contract holder firm will have to supply quantity as may be ordered during the currency of the contract.
8. Purchase Order(s) against the contract will be accepted as long as these reach the Rate Contract holder/ firm on or before last date of the currency of the contract. Purchase Orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.
9. **Delivery of supplies/Stores:** Delivery of stores shall be F.O.R to Drug and Pharmacy Stores, AIIMS Bhopal. The AIIMS Bhopal is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
10. The firm will be bound to supply the ordered items preferably within 28 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 10-15 days of receipt/acceptance of Purchase Order. Thereafter, suitable action as deemed fit, 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.
11. 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, Bhopal at the time of supply. The successful bidder has to submit all copies of the Test Reports to Drugs and Pharmacy Stores, AIIMS, Bhopal for future reference within 7 days of delivery.
12. 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, Bhopal. 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.*
13. If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage (LD) charges at the rate of 0.5% per week or part there of exceeding 3 days from the stipulated date. (Excluding the date of issue of purchase Order/acceptance letter and date of delivery) shall be levied subject to maximum of 10% of the total order value. Purchaser may also resort to termination of the



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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.

14. 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.
15. 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.

16. 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, Bhopal) 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.
17. 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, Bhopal . The payment would be made for actual supply made as per purchase order.
18. The selected Manufacturers or their authorized distributors 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 Bhopal .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, Bhopal .
19. **Testing of Items:** The AIIMS Bhopal shall be at liberty to undertake regular and random testing of item(s) supplied by the Rate Contract 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 Rate contract 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 Rate contract holder firm.
20. 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. Rate contract Holder 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



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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 rate contracts of AIIMS, Bhopal for a period of three years. This will also lead to forfeiture of Performance Security of the concerned firm.

21. **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.
22. 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 Bhopal .
23. The bills raised by the selected **Manufacturers/Authorized Distributors** 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 Bhopal authorities.
24. The tendering Manufacturers or their authorized distributors shall be bound by the details furnished by him/her to the AIIMS, Bhopal 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.
25. The Lowest quoted rate by the selected tendering Manufacturers or their authorized distributors as approved by the All India Institute of Medical Sciences (AIIMS) Bhopal , 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.
26. 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-mototermminate the contract by giving one month's notices at any point of time.
27. 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 Bhopal . The supplied items having less than two-third expiry period to AIIMS Bhopal shall not be accepted. Loss or



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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.

28. **Inspection of supplies:** - Inspection will be done by the duly constituted committee members nominated by Executive Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal premises at designated place.
29. The AIIMS Bhopal 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 Bhopal .
30. **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. 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, BHOPAL ” & No Price Should be quoted/printed on the Label. Cases, wherein quoting of price cannot dispensed with, it should be covered in indelible ink.
31. **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 Bhopal 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.
32. **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 Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
33. **PERFORMANCE SECURITY DEPOSIT:** -The successful Bidder will liable to deposit **5%** of Contract order value of the Rate Contract as Performance Security Deposit in favor of “ Executive Director, AIIMS Bhopal” by way of “Performance Bank Guarantee in the format given at **“Annexure-X”**/Fixed Demand Receipt” from Scheduled Nationalized/Commercial Bank refundable after expiry of the Rate Contract (i.e. **27 months**). No dues certificate from the Pharmacy Store/Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned Rate Contract by the Supplier Agency, the Performance Security Deposit to be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.



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34. **Parallel Rate Contract/Purchase:** The AIIMS Bhopal reserves the right to place an order for supply of any items mentioned in the Rate Contract at any stage to any other firm(s) without any information to the Rate Contract holder. Purchaser reserves the right to conclude one or more than one rate contract for the same item.
35. After due evaluation of the bid(s), Institute will award the contract to the responsive bidder who has quoted the lowest Price in each of the items. Item wise evaluation will be done for determining lowest quoted price in each of the Items. The Purchaser will have the option to negotiate with L1 bidder the price with the bidders if situation warrants.
36. Conditional Bids will be treated as unresponsive and therefore shall be rejected.
37. 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.
38. 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.
39. 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.
40. **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 , BHOPAL may, opt to terminate the contract.
41. **Debarment from bidding**
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.



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45. 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.
46. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
47. Code of Integrity: No official of the bidder shall act in contravention of the codes which includes prohibition of
- a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to other wise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anti-competitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
 - i) Disclosure of conflict of interest.
 - j) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
48. 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.
50. The Executive Director, AIIMS Bhopal , 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.



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Section-VII

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

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.** For conducting electronic tendering, AIIMS BHOPAL has decided to use the portal www.tenderwizard.com/AIIMSBHOPAL.
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/AIIMSBHOPAL
 - 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, BHOPAL.
 - 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 AIIMS Bhopal'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/AIIMSBHOPAL, 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



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- 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.

3. **Bid submission:** The entire bid-submission would be online on the Tender wizard portal i.e.

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

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 copy of duly filled price schedule as Annexure is to be uploaded.

4. Documents to be submitted through Offline mode:

The bidder is requested to submit the following documents offline to The I/c Sr. Procurement-cum Store Officer, AIIMS, Saket nagar, Bhopal (M.P) – 462020 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 executive Director AIIMS, Bhopal, valid for a period 180 days.
- Documents as Per NIET.



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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.

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 AIIMS BHOPAL by the bidders in time, then AIIMS BHOPAL 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.

6. 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. 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.



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

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times. Minimum Requirements at Bidders end Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) Broadband connectivity. Microsoft Internet Explorer 8.0 or above. Digital Certificate(s) etc

For any further assistance, please contact



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Section-VIII

**Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at
AIIMS Bhopal**

E- Tender ID : AIIMS/BPL/HOSP/2023-24/200

Dated 26/04/2023

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	Name, Address, Email IDs & Designation of the authorized person for signing the bid documents.	Mention in Letter Head		
2	Name, Address, Email ID, Phone & Fax No. of office/Go-down/Authorized supplier at Bhopal or Madhya Pradesh region/India of AIIMS, Bhopal .	Mention in Letter Head		
3	PAN No.	Attested copy of PAN Card		
4	GST Registration No.	Attested copy of GST Registration Certificate		
5	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.		
6	Details of the Earnest Money Deposit (EMD) Rs.	As per Annexure-VIII BG / FDR copy		
7	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		
8	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		
9	Undertaking for acceptance of all Terms & Conditions in original (Annexure -I) on Indian Non-Judicial Stamp Paper of Rs.500/-	Notarised Affidavit		
10	Criminal Liability Undertaking as per (Annex.-II) on Indian Non-Judicial Stamp Paper of Rs.500/-	Notarised Affidavit		
11	Manufacturing & Marketing Certificate form as per (Annex. - III)	Attested copy of Certificate		
12	Valid GLP (Good Laboratory Practice) Certificate issued by Central/State Drug Controller/FDA	Attested copy of Certificate		
13	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.		



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14	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		
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S/N	Details / Particulars	Document required	Uploaded (Yes/No)	Page No
15	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		
16	Details of Licence	Copy of the documents & Attested copy of Certificate		
17	Manufacturing Licence Certificate	Attested copy of Certificate		
18	Valid GMP/COPP/ Certificate (Annexure-VII)	Attested copy of Certificate		
19	QMS Certificate	Attested copy of Certificate		
20	Original Label of all quoted items and Technical Literature/Catalogue & documents	Copy of the documents		
21	Newly introduced item Certified by the concerned Licensing Authority.(if applicable)	Attested copy of Certificate		
22	Any other information, if necessary			

Signature of the bidder with seal.

Place:

Date:



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ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

E-Tender No. AIIMS/BPL/HOSP/2023-24/200 Date 26/04//2023

Section-IX

TECHNICAL BID

E-TENDER Id :AIIMS/BPL/HOSP/2023-24/200 dt 26/04/2023

Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at AIIMS Bhopal.

Sl No.	Item Code	Packaging Type	Description	Strength	Formulation Unit	Pack Size offered	Name of Brand/ Company Quoted	Name of Agency for Quality Certification.e.g. COPP, WHO-GMP,etc	Indian/ Imported/ Country of Origin	Catalogue s Yes/No
1	Nar001	Each	Injection Fentanyl citrate 50mcg/ml	2 ML	One vial					
2	Nar002	Each	Injection Fentanyl citrate 50mcg/ml	10 ML	One vial					
3	Nar003	Each	Injection Morphine Sulphate 10 mg/ml	1 ML	One vial					
4	Nar004	Each	Tablet Morphine Sulphate 30mg	30 mg Tab	Tablet					
5	Nar005	Each	Tablet Morphine Sulphate 10mg	10 mg Tab	Tablet					
6	Nar006	Each	Fentanyl Transdermal Patch 50 mcg	50 mcg	Patch					
7	Nar007	Each	Fentanyl Transdermal Patch 20 mcg	25 mcg	Patch					



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E-Tender No. AIIMS/BPL/HOSP/2023-24/200 Date 26/04//2023

Signature,

Name of Authorized Person of the Bidder with seal

Date:.....

Place:.....

Contact Cell No. : Email ID :



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E-Tender No. AIIMS/BPL/HOSP/2023-24/200 Date 26/04//2023

Section-X

Financial Bid

E-TENDER Id :AIIMS/BPL/HOSP/2023-24/ 200 dt 26/04/2023

Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at AIIMS, Bhopal.

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, labour charges and all other incidental charges up to delivery at Central Store, AIIMS Bhopal .
- 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 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:



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E-Tender No. AIIMS/BPL/HOSP/2023-24/200 Date 26/04//2023

SI No.	Item Code	Packaging type	Description	Strength	Brand Name	Manufactured by :	Marketed By :	Name of Agency for Quality Certification.e.g. COPP, WHO-GMP,etc	HSN CODE	Formulation Unit	Pack Size	Per Unit Price/ per tab price/ per patch price (up to 3 decimal)	GST %	GST Amount in Rs.	Total Amount in Rs. (M+O)	Total amount in Words
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
1	Nar001	Each	Injection Fentanyl citrate 50mcg/ml	2 ML												
2	Nar002	Each	Injection Fentanyl citrate 50mcg/ml	10 ML												
3	Nar003	Each	Injection Morphine Sulphate 10 mg/ml	1 ML												
4	Nar004	Each	Tablet Morphine Sulphate 30mg	30 mg Tab												
5	Nar005	Each	Tablet Morphine Sulphate 10mg	10 mg Tab												
6	Nar006	Each	Fentanyl Transdermal Patch 50 mcg	50 mcg												
7	Nar007	Each	Fentanyl Transdermal Patch 20 mcg	25 mcg												



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Annexure-I

**Sub: Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at
AIIMS, Bhopal**

UNDERTAKING

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

(To be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id :AIIMS/BPL/HOSP/2023-24/ 200 dt: 26/04/2023

To
The Executive Director,
AIIMS Bhopal
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, BHOPAL-462020 to supply the approved awarded items in the approved prices to AIIMS Bhopal.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhopal (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 our bid. Cost of such demonstration shall be borne by me/us.
5. I/We are now enclosing here with the FDR/EMD Bank Guarantee/D.D.No. Dated_____ Issued by Bank_____ for Rs./- (only) drawn in favour of the "Executive Director, AIIMS Bhopal "towards EMD /BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. AIIMS Bhopal will not pay any interest for the same and to be kept in the Technical Bid envelope.
6. 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



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E-Tender No. AIIMS/BPL/HOSP/2023-24/200 Date 26/04//2023

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.

7. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL-462020 to supply the approved awarded items in the approved prices to AIIMS Bhopal.
8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhopal (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
9. 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 our bid. Cost of such demonstration shall be borne by me/us.
10. I/We are now enclosing here with the FDR/EMD Bank Guarantee/D.D.No. Dated_____ Issued by Bank_____ for Rs.-/- (only) drawn in favour of the “Executive Director, AIIMS Bhopal ”towards EMD /BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. AIIMS Bhopal will not pay any interest for the same and to be kept in the Technical Bid envelope.
11. **PERFORMANCE SECURITY DEPOSIT** :- The successful Bidder will liable to deposit 5% of value of the Rate Contract as Performance Security Deposit in favor of “ Executive Director, AIIMS Bhopal” by way of “Performance Bank Guarantee in the format given at **“Annexure-X”** Fixed Demand Receipt” from Scheduled Nationalized/Commercial Bank refundable after expiry of the Rate Contract (i.e. **27 months**). No dues certificate from the Pharmacy Store/Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned Rate Contract by the Supplier Agency, the Performance Security Deposit to be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.
12. 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.
13. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
14. 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 Bhopal has full power to compound or forfeit the Bid Security/ Performance Security deposit.



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15. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
16. 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 Executive Director, AIIMS Bhopal , India.
17. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
18. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
19. 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.
20. 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 Executive Director, All India Institute of Medical Sciences, Bhopal (India)will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder



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Annexure-II

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary)

E-TENDER Id :AIIMS/BPL/HOSP/2023-24/200 dt: 26/04/2023

**E-Tender for Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores
at AIIMS, Bhopal**

I.....S/o..... Resident of
.....
..... Do solemnly pledge and affirm: -
.....

1. That I am the proprietor /partner/authorized signatory
ofM/s.

.....
.....That my firm has not been declared defaulter by any Govt. Agency and that NO
case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST Blacklisting is pending against
my firm

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Name & Signature
Seal of the participating Bidder Company

Affirmation/Verification

Notary Public



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Annexure-III

**Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at
AIIMS, Bhopal**

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s _____ are holding valid Manufacturing license No. _____ dated _____ of the State and they are manufacturing and marketing, the following products for last three (3) years.

The products are as follows:

S. No.	Name of the Product	Standard Specification	Strength
1.			
2.			
3.			
4.			
5.			

Signature and Seal of Drug Controller of Centre /State.

Dated:

Note: This certificate is to be signed by the Drug Controller of **Centre/State**. Certificate issued by Inspector of Drugs will not be accepted unless an authorization by the concerned centre/State Drug Controller to this effect is supported by adequate documentary proof.



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Annexure-IV

**Rate Contract for Supply of Narcotic Drugs to Drug and Pharmacy Stores at
AIIMS, Bhopal**

DEVIATION STATEMENT FORM

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

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

Place:

Date:

Signature and seal of the Manufacturer/Bidder

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No deviations”



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Annexure-V

**Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at
AIIMS, Bhopal**

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



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Annexure-VI

Rate Contract for Supply of Narcotic Drugs to Drug and Pharmacy Stores at AIIMS, Bhopal

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	2022-23	
2	2021-22	
3	2020-21	

Date:

Place:

Signature of Auditor/Chartered Account:

(Name in Capital):

Seal

Membership No:

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



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Annexure -VII

**Rate Contract for Supply of Narcotic Drugs to Drugs and Pharmacy Stores at
AIIMS Bhopal**

**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/Executive 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/Executive Director

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



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Annexure –VIII

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____

(hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “Tender”) against the Purchaser’s E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Purchaser”) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this ___ day of _____ 2023 . The conditions 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 (270 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract. or
 - b) fails or refuses to accept/execute the contract. or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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 the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of tender validity for 270 Days (i.e. for Nine Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____

issuing Branch with Telephone No. & Email ID _____



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Annexure –IX

EMD Declaration Form

(It should be on letter head.)

E-tender No.:-AIIMS/BPL/HOSP/2023-24/ 200 , Date:- 26/04/2023

To,
The Executive Director,
All India Institute of Medical Sciences
Saket Nagar, Bhopal- 462 020 (MP)

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i fail or refuse to execute the contract, if required, or
 - ii fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

The validity of this declaration will remain till the announcement of the name of the successful Bidder & if, I am/we are not the successful Bidder.

Yours faithfully

Name of Bidder :

Place.....

Address: (Signature of Bidder with seal)



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Annexure -X

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To,
The Executive Director,
All India Institute of Medical Sciences
Saket Nagar, Bhopal- 462 020 (MP) INDIA

WHEREAS _____(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no_____, dated _____to supply (Stores) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
 AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 6 (Six) months or more from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. up to

.....
 (indicate date).

.....
 (Signature with date of the authorized officer of the Bank)

.....
 Name and designation of the officer

.....



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Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

Annexure -XI

RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tenderer on NonJudicial

Stamp Paper worth of Rs.500/-)

E-TENDER Id :AIIMS/BPL/HOSP/2023-24/

**Rate Contract for Supply of Narcotic Drugs to Pharmacy Stores at AIIMS , Saket
Nagar, Bhopal-462020 (MP).**

This agreement is made at **Bhopal** on the _____ **day of Two Thousand Twenty Two** between **Executive Director, All India Institute of Medical Sciences, Saket Nagar, Bhopal-462020 (MP)** (hereinafter called „**Client**“ which expression shall, unless repugnant to the context or meaning there of be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

AND

M/s _____ (herein after called the „**Agency**“ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part.**

WHEREAS the „**Client**“ is desirous to engage the „**Agency**“ for Supply of approved

_____ in response to Purchaser“s e-Tender ID No. _____ and subsequent Amendment/Corrigendum/NOA (if any issued) to AIIMS Bhopal as per the terms and conditions stated below:-

- Brief particulars of the **Narcotic Drugs**, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:

Tender Item No.	Name and Brief description Consumable Items	Unit	Make/ Brand	Approved Unit Price inclusive of all (Rs.)	Terms of delivery (FOR)
1.					
2.					
3.					



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4.

Any other additional services (if applicable) and cost there of Total value (in figure) _____(In words)

2. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said **Narcotic Drugs** shall remain valid for period for Two year subject to extendable for the further period of One year on mutual agreement on same terms and conditions basis. No claim of Second Party for increase of the above mentioned items rates during the currency of this Rate Contract shall be entertained by First Party.
3. **Applicability of Anti-Profitteering Rule under GST Act 2017:-** The Second Party will not supply any item, which having prices more than the prevailing M.R.P. prices to AIIMS Bhopal (i. e. First Party). The Second Party liable for MRP has to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The offered prices of Second Party should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at in the given Price Quotation format. The Anti-Profitteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Second Party (i.e. Supplier Agency) should have mandatorily to pass on the benefit due to reduction in rate of tax to the First Party (i. e. AIIMS Bhopal) by way of commensurate reduction in their prices. If the Second Party (i.e. Supplier Agency) found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm by First Party (i.e. AIIMS Bhopal).
4. The Second Party is liable and ensure that the supplied **Narcotic Drugs** are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk upto F.O.R. to user Department (i.e. where the Consumable needs to be installed) at AIIMS Bhopal. Second Party should arrange replacement of damaged, substandard items on free of cost to AIIMS Bhopal on immediate basis.
5. The Second Party and his Original Manufacturing Company (on behalf of whom the participating Agency has enclosed the Authorization Certificate for participation in this e- Tender) is liable for supply of regularly required consumables / spares parts / optional accessories for the period of 10 years from the Date of Acceptance of Goods by First Party to First Party.
6. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the First Party (Executive Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of Second Party shall be forfeit by First Party.
7. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying of ordered **Narcotic Drugs** at AIIMS Bhopal.
8. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period
9. **Applicability of Anti-Profitteering Rule under GST Act 2017:-** No item should be quoted with price more than the M.R.P. by any Supplier Agency to AIIMS Bhopal. The MRP is required to be clearly mentioned on the each of supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement in the given Price Quotation format. The Anti-Profitteering Rule under GST Act 2017 is applicable against this E-Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the AIIMS Bhopal by way of commensurate reduction in their prices. If any



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Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to AIIMS Bhopal), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.



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10. **Fall Clause:** If at any time during the execution and currency of this Rate Contract, the Second Party or his Manufacture/Distributor/Dealer 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 Bhopal Hospital/PSUs at a price lower than the price chargeable under the contract during the Current Financial Year, the Second Party shall forthwith notify First Party (i.e. Executive Director, AIIMS Bhopal), and the necessary difference amount about such reduction or sale or offer of sale to the purchaser (First Party) 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 First Party by the Bidder or First Party will deduct the difference Amount from the pending bills/Performance Security Deposit to recover the loss to the Government.
11. **Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply:-**The period of delivery strictly to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post. The penalty @ 0.50% per week will levied on Delayed/Unsupplied Items order value of the delayed Items Part and will be deducted from the payment Bill of the Supplier Agency. The maximum penalty will be 10% against any of Purchase/Supply Order for Delayed/Unsupplied Items Order Value Part. No supplies will be entertained after expiry of additional 20 Weeks (i.e.140 days) in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and order shall be placed to L2 bidder and difference of cost shall be recovered from the Pending Bill/Performance Security of the such defaulter Agency and action as deemed fit shall be initiated against the firm.
12. **Inspection of Supplies:-**Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Executive Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per applicable Terms & Condition of this e-Tender.
13. **Payments:-** First Party will made Payments to Second Party only after the completion of the supplies as per terms and conditions and specification against the respective e-Tender/Purchase/Supply Order in the designated place of Hospital or Hospital Stores duly approved on satisfactory inspection, acceptance in the concerned user department in good condition against the pre-receipted bills in triplicate along with authentic delivery challan, Test Reports/Warranty Certificates (if any applicable), NEFT/RTGS Details etc. The GST and any other Taxes of Statutory bodies should include in the Payment Claim Bill of Supplier Agency and the Agency solely will liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Tax rules and LD (if any) to Supplier Agency after satisfactory acceptance of supplied Goods/Serological Test Kit/Card/Goods/Consumables preferably through NEFT/RTGS. The Public Finance Management System (PFMS) implemented at AIIMS Bhopal. Each of successful supplier Agency is needed to be submit the PFMS required details with requested supportive Documents duly signed and attested copies in the format given at **Annexure-XI**. The invoice of Custom Duty paid to the Custom Deptt. shall be enclosed with Payment Claim of the Party for cross verification purpose to AIIMS Bhopal.

Payment shall be made in Indian Rupees as specified in the Contract in the following manner:

- a) On Receipt of Delivery at Consignee Site:
 - (i) Triplicate duly signed and stamped Original copies of supplier's invoice showing TIN No. of the Firm, Contract Agreement Number of AIIMS Bhopal, PO Number of AIIMS Bhopal, Ordered Consumables Items description, Quantity Supplied, Approved Unit price, Tax and Total claimed Amount.



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- (ii) Copy of Delivery Challan of supplied Items,
 - (iii) Two copies of packing list identifying contents of each package supplied by the Supplier Agency.
 - (iv) Performance Bank Guarantee of 5% (Five) % Contract order value from any scheduled Nationalized/Commercial bank valid upto 27 months in favour of “Executive Director, AIIMS Bhopal” payable at AIIMS Bhopal.
 - (v) Consignee Receipt Certificate (CRC) issued by the respective Store Department after Preliminary Inspection of Supplied Items.
 - b) On Final Acceptance:**
 - (i) Final Acceptance Certificate in original issued by the authorized Inspection and Final Acceptance Committee of AIIMS Bhopal to the Supplier Agency after successful Acceptance of Supply.
 - (ii) Manufacturers/Supplier’s Warranty certificate/Test Certificate as per PO/Tender Terms(if any)
14. **Disputes & Arbitration:** -All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS Bhopal 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.
15. **Law Governing the Contract and Jurisdiction:-**The contract Governed under Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
16. **Performance Security Deposit:-** The successful Bidder will liable to deposit 5% of value of the Rate Contract as Performance Security Deposit in favor of “ Executive Director, AIIMS Bhopal” by way of “Performance Bank Guarantee in the format given at **“Annexure-X”**/Fixed Demand Receipt” from Scheduled Nationalized/Commercial Bank refundable after expiry of the Rate Contract (i.e. **27 months**). No dues certificate from the Pharmacy Store/Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned Rate Contract by the Supplier Agency, the Performance Security Deposit to be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.
17. **Exclusive right to First Party (The Executive Director, AIIMS Bhopal, India).**

The Executive Director, AIIMS Bhopal, India as the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply at any time without assigning any reason during the currency of this Rate Contract Period.

THIS AGREEMENT will take effect from _____ Day of _____ Two Thousand **Twenty Three** and shall be valid for **TWO YEARS**.

IN WITNESS WHERE OF both the parties hereto 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 Bhopal in the presence of the witness: For and on behalf of the „Agency“



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<p>For and on behalf of the ‘Agency’ Signature of the authorized Official Stamp / Seal of the ‘Agency’ SIGNED, SEALED AND DELIVERED By the Said _____ Name on behalf of the ‘Agency’ in presence of Witness 1: _____ Name : _____ Address: _____ Witness 2: _____ Name : _____ Address: _____</p>	<p>For and on behalf of the “Executive Director, AIIMS Bhopal” Signature of the authorized Officer Name of the Officer By the said _____ Name on behalf of the “Executive Director, AIIMS Bhopal” in presence of Witness 1: _____ Name: _____ Address: _____ Witness 2: _____ Name : _____ Address: _____</p>
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Annexure -XII

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL
PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

PFMS UNIQUE CODE:

(This code will issued by Finance Dept, AIIMS, Bhopal, if Supply Order is placed to your Firm)

VENDOR PFMS REGISTRATION FORM

Sr.No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (a copy of PAN Card in the name of Firm must enclose)	
5	Aadhaar Number	
6	TAN Number	
7	GST/VAT/TIN Number	
8	Service Tax No.	
9	Address 1	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	
20	Bank Name	
21	IFSC Code	
22	Account Number (a cancelled Cheque copy must enclose)	
<p>Note: All above requested document's copies duly attested with this form must be enclosed by the Vendor</p> <p>DATE : PLACE:</p> <p style="text-align: right;">VENDOR SIGNATURE WITH SEAL</p>		



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Annexure-XIII

GST Registration Details of AIIMS Bhopal



**Government of India And
Government of Madhya Pradesh
Form GST REG-25**

Certificate of Provisional Registration

1.	GSTIN	23AACAA6087 A1Z9
2.	PAN	AACAA6087 A
3.	Legal Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
4.	Trade Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	Service Tax Registration Number	AACAA6087 ASD
Date	26/06/2017	

This is a Certificate of Provisional Registration issued under the provisions of the Act.

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