

DISCLAIMER

This tender is not an offer by the AII India Institute of Medical Science, Raipur but an invitation to receive offer from registered bidder/firm/agency etc. NO contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS Raipur with the selected bidder/firm/agency.



All India Institute of Medical Sciences, Raipur

G.E. Road, Tatibandh, Raipur – 492099, Chhattisgarh

Tele: 0771- 2971307, email: storesofficer.hp@aiimsraipur.edu.in

Website: www.aiimsraipur.edu.in

Limited Tender
For
Procurement of “Inj. Surfactant 80 mg (1.5 ml) for NICU Department”
At
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	15-10-2020 at 05.00 pm
Bid Document Download Start Date	15-10-2020 at 06.00 pm
Bid Submission Start Date	16-10-2020 at 10.00 am
Clarification Start Date	16-10-2020 at 10.00 am
Clarification End Date	19-10-2020 at 05.00 pm
Bid Submission End Date	26-10-2020 at 03.00 pm
Bid Opening Date	27-10-2020 at 03.30 Pm
Estimated Value	₹ 3,94,800.00



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Note: This is Limited tender only registered firms under category code no. 17 (drugs and medicines) will be participating in this tender and offers received from other firms shall be summarily rejected.

1. On behalf of Director AIIMS Raipur online bid for limited tender are invited from registered suppliers for the drugs and medicines to be used in IPD Services at AIIMS, Raipur as per schedule mentioned in critical date sheet.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET (Page no. 2).
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the AIIMS web site www.aiimsraipur.edu.in and Central Public Procurement Portal (CPPP) eProcurement website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected.

The Technical bid should include the detailed specifications of item indicated in the Annexure-I.

6. **Manual bid shall not be accepted in any circumstance.**
7. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
8. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.**
9. **Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery, CMC & warranty terms etc whichever is applicable.
10. In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director/AIIMS/Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
11. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
12. All disputes shall be subject to Raipur Jurisdiction only.
13. **AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
14. The Tender/Bid will be opened online at website <https://eprocure.gov.in/eprocure/app> on Store Office at AIIMS Raipur Premises at the time of bid opening.
15. **Award of Contract:** The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

- i) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
16. Rates should be quoted inclusive of GST and other charges if any.
17. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
18. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in and pharmacy.aiims@gmail.com** on or before end date of clarification as per critical date sheet.
19. **Performance Security Clause:** The successful tenderer will be required to furnish a Performance Security Deposit of 10% of tender amount in the form of Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank/Schedule Bank duly pledged in the name of the "All India Institute of Medical Sciences, Raipur" within 15 days from the date of issue of LOA. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract.
Performance Security shall be submitted in the form of Bank Guarantee issued by any Nationalized Bank. Performance Security will be valid till 60 days beyond completion of all contractual obligations (including warranty period, if applicable) under the contract.
20. **Contract Period:** The validity of contract is for One year and may be extended for one more year with mutual consent.

**Stores Officer (H),
AIIMS, Raipur**

Other Terms & Conditions:

- 1) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule supply from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause no. 2. Purchase order will be placed as required by consignee.

Delivery period: - Firm to supply the material within 15 days from date of issue of the order.

- 2) **Penalty:** If the suppliers fails to deliver any or all the material or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed
- 3) **Right of Acceptance:** AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.
- 4) **Validity of the bids:** The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

5) **Risk Purchase & Recovery of sums due:**

Failure or delay in supply of any or all items as per Purchase Order & Specification prescribed in the tender, shall be treated as 'non-compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the AIIMS, Raipur authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.

The amount will be recovered from any of his subsequent / pending bills or security Deposit.

In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

- 6) **Communication of Acceptance:** AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.
- 7) **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.
- 8) **Force Majeure:** If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers 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 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, Raipur party may, at least option to terminate the contract.

- 9) **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.
- 10) **Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.
- 11) **Right to call upon information regarding status of contract:** The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.
- 12) **Payment Terms:**
- i 100% Payment will be made after receipt & acceptance of material by consignee subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.
 - ii No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two days of the date of rejection at their own cost & replace immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without notice.
 - iii F o u r copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp;
 - iv T w o copies of packing list identifying contents of each package;

13) **Goods and Services Tax**

1. GST rates applicable on your quoted item may please be confirmed.
2. Please confirm if there any change (Upward/Reduction) in your Basic Price structure. And you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. **“Upon Implementation of GST. Any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”**
3. In the event of increase in price, detailed justification and supporting evidence may be submitted for our consideration
4. **HSN Code** should be clearly mentioned.

14) **Fall Clause**

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/DGS&D/Public Undertaking during the period of the contract.
2. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side.

If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. /DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.
- 15) **Option Clause-** Under this clause, the purchaser retains the right to place order for an additional quantity up to a 25-30% of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract.
- 16) **Two Bid System**
- 17) ***L1 will be decided as the lowest rate quoted by the technically qualified bidder.**
- 18) **Scanned copies of the following documents to be submitted online along with offer:**
 - a. Details of drug & Medicine quoted by bidder (Annexure-I).
 - b. Undertakings to be given in single letterhead by the bidder that his firm/company is an authorized distributor. The Expiry date of product should not be less than one year from the date of supply. The successful vendor has to supply the requirements within 15 days.
 - c. Batch test reports of medicines should invariably be submitted at the time of supply.
 - d. Valid **Authorization letter** (with tender reference No.) given by the manufacturers to the distributor. Nominating a responsible person (Name, Address, designation contact No. and E-mail) of the bidder to transact the business with the Tender Inviting Authority.
 - e. Distinct documents for each manufacturer/Importer such as valid Manufacturing/Importer License,
 - f. Self-attested Valid Drug Licenses issued to distributor by local FDA. The license must have been duly renewed up to date.
 - g. Valid WHO-GMP certificate as per requirement of the Drugs and cosmetic act and rules of Govt. of India from Competent Authority.
 - h. GST No. (Distributor).
 - i. An undertaking by distributor that it has not been deregistered, debarred or black listed by any govt. /autonomous institution, hospital or body in India.
 - j. All pages of documents enclosed with the bid document should also be seal-signed and page numbered given to each and every pages.

19) GENERAL CONDITIONS

- a. Forms in all Annexure should be filled up properly. Every correction should invariably be attested by tenderer, failing which the tender will be summarily rejected.
- b. Total rates should be inclusive of all taxes and/or other charges, if any, as per the price bid -BoQ.
- c. The rates quoted and accepted will be binding on the tenderer for stipulated period.
- d. The details of the required drugs, medicines, etc., are shown in drugs and medicines list. The rates quoted should not vary with the quantum of the order or the destination.
- e. Tender has been called for in the generic names of drugs. The bidders should quote the rates for the generic products. The composition and strength of each product should be as per details. Any variation, if found, will result into the rejection of the tender.
- f. The delivery should be made as stipulated in the purchase order placed with successful bidders.
- g. The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Drug Price Control Order (DPCO)/NPPA/Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder at any stage.
- h. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.
- i. The rates quoted and accepted will be binding on the bidder for full contract period of 1 year from the date of signing of agreement, any increase in price will not be entertained till the completion of contract. Accordingly this clause will be applicable for all orders placed during the currency of contract.
- j. No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the bid will be rejected.
- k. The drug formulation like injection, oral drugs and tablets, rates should be quoted only for the composition stated in the tender. Blood products should be supplied only after getting HIV and Hepatitis-B screening certificate. A copy of these Certificates should be sent with every consignment and every invoice.

Technical Specifications of Items**Annexure I**

Sr. No.	Description of item	Unit	Make/Brand	HSN Code
1	Inj. Surfactant 80 mg/dl 1.5 ml	Nos.		

ANNEXURE-II**Declaration Form**

I/We ----- (Name of bidder) -----having office at-----
----- do Declare that I/ we carefully read all the conditions of the tender of ALL INDIA INSTITUTE OF MEDICAL SCIENCE, Raipur for Rate Contract of Drugs and Medicine for IPD for 1 year abide by all conditions said for therein.

I/We declare that we possess the valid license and WHO-GMP Certificate / COPP (if applicable) issued by the Competent Authority and complies and continues to comply with the conditions laid in WHO-GMP certification scheme for pharmaceuticals products and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration. I also declare that the Company has not a single case of supply of spurious medicines in past three years.

I am/we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per WHO-GMP certification / COPP scheme (if applicable).

Signature:

Name of Authorized Person

Seal of firm/company

Instructions for Online Bid Submission

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

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

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120-4001002.
