

ALL INDIA INSTITUTE OF MEDICAL SCIENCES PATNA

(An Autonomous body under MoHFW, Govt. of India)



TENDER ENQUIRY DOCUMENT

Advertised Tender Enquiry No. :	AIIMSP/PC/RC/2020-21/PPE/29626
Brief Description of Goods :	RATE CONTRACT FOR SUPPLY OF PERSONNEL PROTECTIVE GEAR (PPE) AT AIIMS PATNA

NOTICE INVITING TENDERS



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

TWO-BID System e -TENDER

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref.only) and CPPP website <https://eprocure.gov.in/eprocure/app> under Two Bid system (Part I :Techno commercial bid & Part II: Price Bid or BOQ) from reputed, experienced and financially sound Manufacturer for "**Rate Contract For Supply Of Personnel Protective Gear (PPE) At AIIMS Patna**". Manual bids shall not be accepted.

AIIMS, Patna request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Price Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted and the tender shall be summarily rejected. Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

For & on behalf of
Director, AIIMS, Patna
Faculty in Charge
Procurement Cell

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound Manufacturer/Direct Importers for "**Rate Contract For Supply Of Personnel Protective Gear (PPE) at AIIMS Patna**". Manual bids shall not be accepted. The Bidder submit bids all the documents only Online.
2. Tender documents may be view and downloaded from the website of AIIMS, Patna www.aiimspatna.org (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as Point No. 4 of NIT.
The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids.
3. Type of Tender: Open Tender –Two Bid System.
4. **Critical Date sheet :**

S. No	Particulars	Date & Time
(i)	Published Date	05.01.2021 (15:00 Hrs.)
(ii)	Bid Document Download / Sale Start Date	05.01.2021 (15:05 Hrs.)
(iii)	Bid Submission Start Date	09.01.2021 (12:00 Hrs.)
(iv)	Bid Document Download / Sale End Date	19.01.2021 (16:00 Hrs.)
(v)	Seek Clarification Start Date	06.01.2021 (10:00Hrs.)
(vi)	Seek Clarification End Date	07.01.2021 (13:00 Hrs.)
(vii)	Bid Submission End Date	19.01.2021(16:00 Hrs.)
(viii)	Bid Opening Date	20.01.2021 (16:00 Hrs.)
(ix)	Price Bid Opening Date & Time Cover-II	Date & time to be intimated later

5. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Tenderer/Bidder are advised to follow the instructions provided for online submission of bids. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

- 5.1 **Not more than one tender shall be submitted by one contact or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.**
- 5.2 **Tenderer who has downloaded the tender from the website of AIIMS, Patna www.aiimspatna.org and Central Public Procurement Portal**

<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 will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

- 5.3 Intending tenderers are advised to visit again AIIMS, Patna web site www.aiimspatna.org and CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.
- 5.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD Payment: Tender Fee/Cost & Earnest Money Deposit is to be deposited electronically by RTGS/NEFT in the account of AIIMS Patna at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

BANK Details for EMD Payment through NEFT/RTGS:

Bank Name – Bank of India,
IFS CODE: BKID0005793 Account No: 579310110002528

- 5.5 Tender Fee Rs. 1500/- and EMD Value Rs.6,00,000/-
- 5.6 Period of Bid Validity Days: -270 days from the date of bid opening.
- 5.7 Duration for Completion of Supply: - As per tender document.
- 5.8 All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- 5.9 Any tender received without EMD as specified in tender document shall not be considered and shall be summarily rejected.
- 5.10 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.
- 5.11 AIIMS Patna reserve the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

6. Submission of Tender

The tender shall be submitted online in two part, viz., technical bid and price bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

Technical Bid

The following documents are to be furnished by the Contractor along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- (iii) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers - “Annexure-III”.
- (iv) Signed and scanned copy of Power of Attorney as per “Annexure – V” in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical Item.
- (v) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years

- duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. Three Crore).
- (vi) Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
 - (vii) Signed and scanned copy of performance certificate of the same supplied items (of quoted make and Model) issued by Head of the Department or Institution.
 - (viii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
 - (ix) Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (**ANNEXURE – “IX”**) & Signed & Scanned copy of Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (**ANNEXURE-X**)
 - (x) Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and **Original Technical Catalogue** of the quoted model only.
 - (xi) Signed & scanned copy of Mandate form.
 - (xii) Signed and scanned Copy of **Integrity Pact as per Annexure-XIV.**
 - (xiii) Undertaking as per Annexure- XVI
 - (xiv) Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

7 PRICE BID

Schedule of price bid in the form of BOQ_XXXX.xls

1. The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.
2. Copies of minimum two supply orders of the same make quoted (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) as per requirement of items in pdf format (ANNEXURE-XIII).



ALL INDIA INSTITUTE OF MEDICAL SCIENCES

PATNA - 801507

(An Autonomous body under MoHFW, Govt. of India)

Procurement Cell, Phulwarisharif, Patna-801507, Bihar.

No. AIIMSP/PC/RC/2020-21/PPE/29626

Dated.....

Instructions for Online Bid Submission

The Director, AIIMS Patna, invites E-Bids in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Direct Importers online through E-procurement solution portal of <https://eprocure.gov.in/eprocure/app> on mutually agreed terms and conditions and satisfactory performance for the **RATE CONTRACT FOR SUPPLY OF PERSONNEL PROTECTIVE GEAR (PPE) AT AIIMS PATNA** and supply of items as per the Specifications.

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

1.0 REGISTRATION

- 1.1 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.
- 1.2 As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4 Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 1.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 1.6 Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2.0 SEARCHING FOR TENDER DOCUMENTS

- 2.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This

would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

3.0 PREPARATION OF BIDS

- 3.1 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3.2 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.
- 3.3 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.
- 3.4 Any query, Clarification, Objection, Suggestion related to the Tender will be entertained only through the CPP Portal query section.
Any Query, Clarification, Objection, Suggestion received through any other medium like E-mail, Fax, or Letter will not be entertained.

4.0 CORRIGENDUM

- 4.1 Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- 4.2 Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Patna.

5.0 SUBMISSION OF BIDS:

- 5.1 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.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 5.5 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.6 All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of

- bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- 5.7 Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- 5.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.9 Upon the successful and timely submission of bids (i.e. 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.
- 5.10 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.

6.0 ASSISTANCE TO BIDDERS

- 6.1 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.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be called directed to the 24x7 CPP Portal Helpdesk.
- 6.3 Any query, Clarification, Objection, Suggestion related to the Tender will be entertained only through the CPP Portal query section.
Any Query, Clarification, Objection, Suggestion received through any other medium like E-mail, Fax, or Letter will not be entertained

7. Guideline for submission of bid :

A. Technical Bid:

The following documents are to be uploaded using DSC by the bidder along with Technical Bid as per the tender document:

- (i) Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed and Scanned copy of Tender Acceptance letter “Annexure-I” and No deviation certificate “Annexure-II”.
- (iii) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers - “Annexure-III”.
- (iv) Signed and scanned copy of Power of Attorney as per “Annexure – V” in favor of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical Item.
- (v) Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be **Rs. Three Crore**).
- (vi) Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
- (vii) Signed and scanned copy of performance certificate of the same supplied items (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
- (viii) Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
- (ix) Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (**ANNEXURE – “IX”**) & Signed & Scanned copy of Certificate

- that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (**ANNEXURE-X**)
- (x) Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and **Original Technical Catalogue** of the quoted model only.
 - (xi) Signed & scanned copy of Mandate form.
 - (xii) Signed and scanned Copy of **Integrity Pact as per Annexure-XIV**.
 - (xiii) Undertaking as per Annexure- XVI
 - (xiv) Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.

Note: Bidders are requested to upload the clearly visible documents only other wise if not clearly visible than offer shall be liable for rejection without any further communication.

B. Price Bid / Financial Bid :

Schedule of price bid in the form of BOQ_XXXX.xls

- a. The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.
- b. Copies of minimum two supply orders of the same item quoted (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) as per requirement of Item in pdf format (ANNEXURE-XIII).

Note:

- i) Instructions related to column 11 of BoQ related to "Currency Conversion against each Item". Select "Full Conversion" in case the Bidder wants to Quote Goods in INR only. Select "Partial Conversion" in case the Bidder wants to Quote Goods in Foreign currency OR in both foreign currency and INR. It is mandatory to Quote "Turnkey" and "CAMC" in INR only.
- ii) If Quoted Currency is not in Foreign Currency, Column No. 13 can't be blank, it is mandatory to fill 0.00 at least.
- iii) If the bidder give any item(s) free of cost then it is mandatory to fill 0.00 at least.

CHECK LIST FOR TERMS AND CONDITIONS

A. Checklist of documents to be submitted online:

Sl. No.	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)	Page No.
I.	Signed and scanned copy of proof for payment of Tender fee & Earnest Money Deposit (EMD), duly attested copy of PAN, duly attested copy of GST registration certificate.		
II.	Signed and Scanned copy of Tender Acceptance letter " Annexure-I " and No deviation certificate " Annexure-II ".		
III.	Signed and scanned copy of proof of Status of Bidder: Manufacturer or Direct Importers " Annexure-III ".		
IV.	Signed and scanned copy of Power of Attorney as per " Annexure – V " in favour of person to and scanned copy of Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical Item as per " Annexure-VI "		
V.	Signed and scanned copy of Certificate for sole ownership / partnership/ Certificate of Incorporation and copy of Statements of turnover per year for last three successive years duly certified by the Chartered Accountants. (Minimum Annual Turnover must be Rs. Three Crore).		
VI.	Signed and scanned copy of User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.		
VII.	Signed and scanned copy of performance certificate of the same supplied PPE kit (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.		
VIII.	Signed and Scanned Copy of affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per " Annexure-VII ".		
IX.	Signed & scanned copy of Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (ANNEXURE – “IX”) & Signed & Scanned copy of Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (ANNEXURE-X)		
X.	Signed and Scanned Copy of Quality Assurance Certificate As per technical specification (please specify) and Original Technical Catalogue of the quoted model only.		
XI.	Copy of duly attested copy of Mandate form (as Annexure-“XI”).		
XII.	Integrity Pact (as Annexure-XIV)		
XIII.	Signed & Scanned Copy of compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications.		
XIV.	Undertaking as per Annexure XVI		
XV.	ISO 9001 and ISO 13485 Certified Bidder.		
XVI.	Class-I local supplier/Class- II local supplier		

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

I	BOQ.xls	
II	Copies of minimum two supply orders of the same make quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals (without hidden price for rate justification) & Scanned Copy of list of disposable/ consumables (single used) in pdf format (ANNEXURE-XIII).	

Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

ELIGIBILITY CRITERIA

Documents for Establishing Bidder's Eligibility

01. The bidder/manufacturer of the Item offered should be in the business of the supply and installation of same / similar Item for the last three calendar years.
02. Tender fee & Earnest Money Deposit (EMD).
03. The firm should be registered under GST.
04. Tender Acceptance letter "Annexure-I"
05. No deviation certificate "Annexure-II".
06. Status of Bidder: Manufacturer Firm/ Direct Importers. - "Annexure-III".
07. Power of Attorney as per "Annexure – V"
08. Certificate towards market standing of minimum 03 (three) years in the area of supply of bio-medical equipment/goods/items.
09. Certificate for sole ownership / partnership/ Certificate of Incorporation
10. The Bidder should have an annual financial turnover of **Rs. Three Crore** during the last three years ends **31/03/2020**.
11. User List (List of Govt. / Semi Govt., Reputed Pvt. Hospital) where quoted model of the items has been supplied and installed.
12. Performance certificate of the same supplied goods (of quoted make and Model) issued by Head of the Department or Institution after a minimum period of six months of installation.
13. Affidavit duly certified by the notary at the location of the Agencies/Headquarters Patna that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc.
14. Affidavit, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. / Pvt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender as (ANNEXURE – "IX").
15. Certificate that Copies of two supply orders of the same models quoted (without hidden price for rate justification) uploaded along with BOQ in pdf format (**ANNEXURE-X**).
16. Quality Assurance Certificate As per technical specification (please specify)
17. **Original Technical Catalogue** of quoted model with technical data sheet.
18. Copy of Certificate to the effect that bidder will maintain the quoted item(s) during comprehensive warranty period of 5 (five) years including all spares, accessories etc.
19. Copy of duly attested copy of Mandate form.
20. Notarized Affidavit Integrity Pact as per Annexure-XIV.
21. Undertaking as per Annexure XVI
22. Firm/company who have withdrawn after participating in any of the previous tenders of All India Institute of Medical Sciences – Patna are not eligible to participate in this tender.

Note:

- Notwithstanding anything stated above, the Institute reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the purchaser.
- Technical Evaluation Committee may call for demonstration/inspection of the sample before taking any final decision. In case the bidder does not provide demonstration / inspected of the quoted item within the specified time his bid will be rejected.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. PREAMBLE:-

i) Eligibility of Bidders:- This invitation of Bids is open to reputed foreign/ Indian manufacturers / direct importers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender document may result in rejection of its tender.

ii) Availability of fund:- Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee

iii) Language of Tender:-The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

iv) Eligible Goods and Services: - All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

v) Tendering Expenses:- The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

vi) Corrigendum to Tender Documents:-

- a. Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- b. Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Patna i.e. www.aiimspatna.org.

vii) Clarification of Tender Documents: -

- a) 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.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

2. Earnest Money Deposit (EMD):

- a. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract without any interest as per Mandate form **(Annexure-XI)**.
- b. Non-submission of sufficient EMD along with the Technical Bid will be taken as non-responsive bid.
- c. The successful Bidder's EMD will be discharged upon the Bidders signing the contract and furnishing the performance security. The EMD of the successful Bidder can be adjusted towards the security deposit payable.

- 3 For Imported Goods, Indian Agency Commission must be declared in BOQ and will be paid in Indian Rupees only.

4 Tender currencies: -

Prices shall be quoted in Indian Rupees only.

5 Tender Prices:-

- 5.1** The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BoQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BoQ should be filled up as required. Total amount/price quoted will be considered for Price evaluation. The bidder should include all taxes, transportation, insurance etc. in total prices.
- 5.2** The bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

6 Additional information and instruction on duties and Taxes: -

If the bidder desires to get reimbursement for GST/IGST/CGST (goods and services tax or any other tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.

- 7 If any part of goods related with different OEM, bidder need to upload authorization of OEM of part used in the set..
- 8 Firm Prices: - Prices quoted by the bidder shall remain firm and fixed for **1 Year** during the currency of the contract and not subject to variation on any account. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in clause 7 will apply.
- 9 In case of Direct Importer Principal/OEM will authorize only one agent.

10. Bid validity: -

- a) The bids shall remain valid for acceptance for a period of 270 days (Two hundred and Seventy days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

11 Scrutiny and Evaluation of Tenders:-

- i) Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
- ii) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped.
- iii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iv) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender document. The tenders, which

do not meet the basic requirements, are liable to be treated as non – responsive and will be rejected.

12. Non- responsive tender :-The following are some of the important aspects, for which a tender shall be declared non – responsive during the evaluation and will be ignored:

- a) Non submission of Notarized Affidavit Integrity Pact as per Annexure XIV.
- b) Tender Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
- c) Bid validity is shorter than the required period.
- d) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions.
- e) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
- f) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- g) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
- h) Poor/unsatisfactory past performance.
- i) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/Institutes.
- j) Bidder has not quoted for the entire quantity as specified in the Schedule of Requirements in the quoted schedule.
- k) Bidder has not agreed for the delivery terms and delivery schedule.

13. Discrepancies in Prices:

The Tenderers shall quote Rate up-to two decimals only. Tenderers to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

14. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

A. The purchaser's evaluation of a tender will take into account the following:

- a) In the case of goods manufactured in India or goods of foreign origin already located in India, taxes which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder
- b) The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The DDP price includes GST paid in final price bid evaluation. However, the quoted price will change as and when rate of GST changes.

B. The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

C. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 as amended by Order No.-P-45021/2/2017-B.E.-II dated 28/05/2018, P-45021/2/2017-B.E.-II dated 29/05/2019 ,P-45021/2/2017-B.E.-II dated 04/06/2020 and P-45021/2/2017-B.E.-II dated 16/09/2020 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. Definitions: For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts .

3A. Purchase Preference:

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b). above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I 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 contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

b) In other cases, 'Class II' local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
7. Verification of local content:
- The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the department of expenditure through the concerned Ministry/Department or in some other manner.
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

15. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

16. Contacting the Purchaser:

In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

17. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

18. Validity of Rate Contract:

Tender shall be valid for a period of **One Year** from the date of issuance of Rate Contract and may be extended for further **One Year** with mutual consent of AIIMS, Patna and firms.

Notification of Award/Award of Contract

- a) Before expiry of the tender validity period, the Institute will notify the successful Bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for items/goods(s), which have been selected by the Institute, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent.
- b) The successful bidder, upon receipt of the NOA, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the PBG amount will be deducted from the bill amount against performance bank guarantee.
- c) The Notification of Award shall constitute the conclusion of the Contract.

19. Issue of Contract:

- b). Promptly after notification of award, the Purchaser/Consignee will mail the contract form duly completed and signed, in duplicate, to the successful bidder by registered / speed post or by Hand.
- c). Within seven days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post or by Hand.

20. Return of E M D: The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest.**21. Corrupt or Fraudulent Practices:**

It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purposes of this provision, the terms set forth below as follows:-

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- c) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

22. Bidder might be required to demonstrate the sample at the discretion of the institute.**23. DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.****24. The Integrity pact (Annexure-"XIV") shall be a part of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.****25. The bidders must be submit Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.**

26. Signing of Contract: The successful bidder shall execute an agreement for ensuring satisfactory supply and after sales support.

27. The Director reserves the right to accept or reject any or all tenders without assigning reasons.

28. The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

(ii) "Bidder" (Including the term 'tenderer', 'Consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms of companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch of office controlled by such person, participating in a procurement process.

(iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a county; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen or such a country; or
- g. A consortium or joint venture where any member or the consortium or joint venture falls under any of the above.

(iv) The beneficial owner for the purpose of (iii) above will be as under.

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has controlling ownership interest or who exercises control through other means.

Explanation –

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directions or to control the management or policy decisions including by virtue of their shareholding or management right or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) , who, whether acting alone or together , or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body individuals;

4. Where no natural person is identified under (1) or (2) or (3) above , the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(v) An Agent is a person employed to do nay act for another, or to represent another in dealings with third person.

(vi) [To be inserted in tenders for Works contracts, including Turnkey contracts]. The Successful bidder shall not be allowed to sub-contract works to nay contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(Faculty-in-charge)
Procurement Cell
AIIMS Patna

GENERAL CONDITIONS OF THE CONTRACT (GCC)

1. Use of contract documents and information

- (i) The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (ii) Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

2. Patent Rights

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

3. Country of Origin

- (i) All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- (ii) The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- (iii) The country of origin may be specified in the Price Schedule (BoQ).

4. Assignment

- (i) The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

5. Sub Contracts

- (i) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.
- (ii) Sub contract shall be only for bought out items and sub-assemblies.
- (iii) Sub contracts shall also comply with the provisions of "Country of Origin".

6. Inspection and Testing: - The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the seller and/or its nominated representative(s).

- a) The Technical Specification incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

- b) If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- c) In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- d) If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- e) The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.
- f) Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the comprehensive warranty clause of the contract, as incorporated.

9. Guarantee/ Comprehensive Warranty Terms:

- a) The successful Bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The successful Bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority's specifications) or from any act or omission of the successful Bidder, that may develop under normal use of the supplied goods.
- c) The Original Equipment Manufacturers (OEM) should be submit undertaking that they are willing to provide **after sales support in the case if any manufacturing defect arises in the supplied items/ or missing items**, if awarded. The OEM shall also assure continuity of service to their product. **The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily.**
- d) After sales service center in Patna (Bihar) is preferred the Bidder shall provide proof of their capability to undertake such maintenance/repair within 24 hours. Companies without service center in Patna should give an undertaking that they shall establish one within a year of the signing of contract.
- e) If the successful Bidder, having been notified, fails to rectify the defect(s) within the period specified as per clause of 21(c), the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful Bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful Bidder under the contract.
- f) Failure to attend the call in time or failure to attend the complain or failure to replace the defective item's with a new item. If the fault/down time exceeds the stipulated period or failure to ensure the stipulated up-time in a year shall lead to forfeiture of the performance security and to blacklisting of the defaulting Bidder.
- g) The items which requires quality assurance test shall be done free of cost by the demand of User.

10. Performance Security

- a) There will be a performance security deposit amounting to 10 % of the total value of the items including taxes, which shall be submitted by the successful bidder within 10 days from the date of issuance of Notification of Award (NOA).
- b) The NOA should be signed and submitted to Institute. It should be accomplished signifying the acceptance of terms & condition of the NOA. No payment will be released in case it is not complied with and, no interest on delayed payment admissible.
- c) The Performance security shall be denominated in Indian Rupees.
- d) Demand Draft / FDR/ Bank Guarantee in any one of the forms namely Account Payee Demand Draft or FDR or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Institute.
- e) Institute will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations including the comprehensive warranty obligations & after receipt of certificates confirming that all the contractual obligations have been successfully complied with.

11. An undertaking of the principal regarding continuity of after sales and services @ the agreement rate even in case of changes of agency during the contract period must be enclosed in the technical bid. Further, it will be the responsibility of the manufacturer Indian agent to get counter signature on the agreement to be executed with them by the principal.

12. Delivery period:-

15 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date by when it is to be delivered at consignee site. Bidders may quote earlier delivery period.

Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause (clause 24 of GCC).

13. Liquidated Damage:

In the event of the Seller's failure to submit the Guarantees and Documents and supply the stores/goods, the Buyer may at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered, stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

14. Payment:

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) *Payment for domestic goods or goods of foreign origin located within India.*

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

a) *On delivery:*

Seventy five percent (75% payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection committee, if any.
- (v) Manufacturer's warranty certificate.

b) *On Acceptance:*

- (i) Balance Twenty percent (25%) payment of the delivered goods value would be made against 'Final

'Acceptance Certificate' (FAC) of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. On account of non-rectification of defect/deficiencies liquidated damage (clause 24 of GCC.) will be applicable from final payment or PBG.

24. **Part Supply:** No part supply/ wrong supply or short supply will be accepted by the Institute. The Director, AIIMS, Patna will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, Institute will have right to charge liquidated damages, as it deems fit.

25. **Incidental Services** :- The supplier shall be required to perform following services:-

- i) Demonstration of the goods.
- ii) Training of Purchaser's Doctors, Staff, Operators etc. for using the goods.

26. **Packing & Marking:** - Goods must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking shall be borne by seller/seller's Principal abroad. The supplier shall mark each package on three sides with indelible paint of proper quality as below:-

- a) Contract number and date
- b) Brief description of goods including quantity
- c) Country of origin of goods
- d) Purchaser's name and full address
- e) Supplier's name and full address

27. **Insurance:** Insurance up to Patna will be borne / arranged by principal supplier/his Indian Agent.

28. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.

29. Governing language

The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

30. **Notices**:-Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail it notice document must be verified by DSC.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

31. Penalties for non-performance

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder
- e) Failure of preventive/ periodic maintenance

32. Termination of Contract

- a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.

- b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

33. Force Majeure:-

- (i) Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- (ii) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- (iii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- (iv) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- (v) In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

34. Fall Clause: The prices charged for the supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the goods of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Institute and the price payable under the contract of the goods supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

35. UAM Number on CPPP

In purchase of Government of India order no. F/5/4/2018-PPD dated 28/02/2018 UAM number by the vendors on CPPP may be made mandatory from 01/04/2018. Autonomous Bodies/Statutory Bodies/CPSEc/Departments get declaration on UAM number by MSE bidders on CPPP. Failing which such bidder will not be able to enjoy the benefits as per public

procurement policy for MSE's order 2012 tender invalid electronically through CPPP.

36. Arbitration / Resolution of disputes:-

- a) In the event of any dispute or difference(s) between the vendee (AIIMS Patna) 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 Patna 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.
- b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

37. Applicable Law & Jurisdiction of Courts

- a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Patna (Bihar, India).

(Faculty-in-charge)
Procurement Cell
AIIMS Patna

SCHEDULE OF REQUIREMENT

SI No	Name of the Department	Name of the item	Qty.	EMD
1.	AIIMS, PATNA	RATE CONTRACT FOR SUPPLY OF PERSONNEL PROTECTIVE GEAR (PPE) AT AIIMS PATNA (as per technical specification Annexure-“XV”)	As per requirement (approx. 27000/month)	6,00,000/-

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,
The Director,
AIIMS Patna

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: **AIIMSP/PC/RC/2020-21/PPE/29626**

Name of Tender / Work: - RATE CONTRACT FOR SUPPLY OF PERSONNEL PROTECTIVE GEAR (PPE) AT AIIMS PATNA.

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

NO DEVIATION CERTIFICATE
(To be given on Company Letter Head)

Bidder's Name & Address :	To, Faculty In charge, AIIMS Patna Procurement Cell, Pin-801507.
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1. With reference to our Bid (Reference No. dated) forI works at AIIMS Patna, Bihar, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Price Bid and we declare that we have not taken any deviation / exceptions in this regards.

2. We further confirm that any deviation variation or additional conditions etc or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

For and on behalf of :

Stamp & Signature :

Name :

Designation :

Date :

(Sign with seal of bidder)

MANUFACTURER'S AUTHORISATION FORM
(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

**Faculty-in-charge
Procurement Cell
All India Institute of Medical Sciences,
Patna – 801507 (Bihar, India)**

Dear Sir,

Tender No :
Item Name :

1. We (name of the OEM) are the original manufacturers of the above having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warrantees /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the items tendered within the stipulated time.

(Name)
For and on behalf of M/s._____

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Patna
Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any

court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. _____. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, All India Institute of Medical Sciences, Patna.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

POWER OF ATTORNEY
(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt (Name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no..... for (Item name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 201_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

AFFIDAVIT
(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director authorized
signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Faculty-in-Charge Procurement Cell, AIIMS, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

(Signature of the Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ANNEXURE – “IX”

CERTIFICATE OF PRICE JUSTIFICATION
[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

DECLARATION FORM

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the two supply orders (without hiding any portion like Rate, Model etc.) of the same models quoted from an INI, Medical College Hospital, Govt. Hospitals, reputed Private Hospitals has been given with the Financial Bid.

SIGNATURE AND STAMP OF THE BIDDER

MANDATE FORM

(Account/s Information form)

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS SETLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS**A. DETAILS OF ACCOUNT HOLDER:**

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

(.....)

Signature of Customer**(Bank's Stamp)**

(.....)

Signature of Customer**Certified that the particulars furnished above are correct as per our records.****Please attach a Cancelled Cheque along with the account information form.**

PRE-REQUISITE INFORMATION

[To be given on letter head]

Tender No.:

Sl.	Item / Work Description	Quantity (if any)
1.		
2.		
3.		
4.		
5.		

SIGNATURE AND STAMP OF THE BIDDER

Tender No. :

Details Disposable / Consumable (single used)

Sl. No	Name of Consumable	Quoted Rate per Unit	GST (%)	Amount (Including GST)

The above quoted rate will be inclusive of all applicable taxes

**Integrity Pact
(On Non-Judicial Stamp paper of Rs. 100)**

Between

All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Patna",
and

(Name of the bidder(s) and tender.....) hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Patna intends to award, under laid down organisational procedures, contract/s for The AIIMS Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Patna will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Patna

- 1) AIIMS Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of AIIMS Patna, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) AIIMS Patna will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Patna will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The AIIMS Patna will exclude from the process all known prejudiced persons.
- 2) If AIIMS Patna obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Patna will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Patna's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Patna as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall

furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.

- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Patna is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

If AIIMS Patna has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Patna is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If AIIMS Patna has terminated the contract according to Section 3, or if AIIMS Patna is entitled to terminate the contract according to Section 3, AIIMS Patna shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

- 1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Patna Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

- 1. The AIIMS Patna will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 2. The AIIMS Patna will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Patna obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the AIIMS Patna has substantive suspicion in this regard, the AIIMS Patna will inform the same to the Chief Vigilance Officer.

Section - 8 Independent External Monitor

- 1. The AIIMS Patna appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Patna.
- 3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Patna including that provided by the Contractor. The Contractor will also grant

the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Patna and recuse himself/herself from that case.
5. The AIIMS Patna will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Patna and request the Management to discontinue or take corrective action, or take other relevant action. The monitor can in the regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit a written report to the Director AIIMS Patna, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Patna and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Director AIIMS Patna, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Patna has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Patna.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Patna.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Patna
Office Seal
Place: _____
Date : _____

For & on behalf of Bidder/Contractor
Office Seal
Witness 1: _____
Witness 2: _____

ANNEXURE – XV

Format of Technical Bid of PPE Kit (separate envelope) super scribed with Technical bid of PPE kit

Sl. No .	Name of Item as Appeared in the Tender List	Specification of quoted item	Brand Name	Pack Size
A	B	C	D	E
1	Bio Safety Coverall with Shoe Cover	A. Single use coverall for use by health care professionals B. White/ light shades to better detect possible contamination C. Coverall should be made of a breathable Flashspun High Density Polyethylene Fibers which passes ASTM F1670 (Synthetic Blood Penetration Test) or equivalent. Seams should be sealed. D. Coverall shall be available in different sizes. E. Design should allow easy donning & safe removal F. Coverall should have in-built hood cap G. Zipper (lockable) of the coverall should be in the front and should be covered with a broad flap to completely cover the zipper to avoid accumulation of microbes H. Soft Elastic should be fitted around Front of the hood, wrists & ankles. I. Sizes – S, M, L, XL & XXL. J. The quoted product should be CE European certified. k. Shoe cover should be of large Size and should fit in shoe size of 7 number to 10 number		
2	Gloves	Two Pair of powder free Sterile Gloves (two pairs will be considered as one unit), CE European certified.		
3	Goggles	Should be large and cover eyes properly from front and from sides so splash do not reach eyes. Should be made of material which prevents fogging.		
4	N-95 Mask	(a). Should be without respirator (b). NIOSH Certified (c). Should be with nose pin and strings should be tied behind head.		

- Without sample quotations are not accepted.
- Price for two pairs of sterile gloves of Size 7 and 7.5 should be quoted.
- Order may be given for whole kit or for individual items as per institute requirement.

Certificate to be submitted by Bidder:-

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

Or

Certificate to be submitted by Bidder for work involving possibility of sub- contracting:-

"I have read the clause regarding restriction on procurement from a bidder of a country with share a land border with India and on sub-contracting to contractors from such country; I certified that this bidder is not from such a county or, if from such a county, has been registered with the competent authority and will not sub- contract any work to a contractor form such countries unless such contractor is registered with the competent authority. I hereby certified that this bidder fulfils or requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached].

Signature and Stamp of the Bidder

(194)

1000 STAMP

Agreement

This agreement is made against contract tender inquiry no.

For _____ At AIIMS PATNA at Patna on the date _____.
Between All India Institute of Medical Sciences, Phulwarissarif Patna, acting through Medical
Superintendent **AIIMS Patna. ALL India Institute of Medical Sciences (AIIMS) Patna, Phulwarisarif,**
Patna-801507 (hereinafter called "Client" which expression shall unless repugnant to the
context or meaning there of be deemed to mean include its successors, legal, representative
and assign) of the First Part.

Second Part

If it's Registered Office:-

_____ (herein after called "Agency" expression unless
repugnant to the context shall mean and include its successors-in-interest assign etc.) of the
Second part.

Whereas the "client" is desirous to engage "Agency" for supply Medicines as **ANNEXURE-01**
listed items at AIIMS Patna as per the terms and condition stated. In reference to tender bid
for above mentioned items. Your product as mentioned in **Annexure-1**, are being covered
under Annual rate contract. The terms and condition to govern the annual rate contract are as
follows:

The award of rate contract is not linked to the procurement style opted by Procurement Cell/ Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

1. (A) PROCUREMENT ON SUPPLY ORDER BASIS: - Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with PROCUREMENT CELL to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

- a. Besides having liaising with user department, you will be allowed to have access to Computerized system to know the consumption pattern / reports of the items at and peripheral sub stores can also be concerned
- b. Stock in hand position provided on demand.
- c. Access to Procurement cell is allowed to know the status of expiry /slow moving /non-moving products.
- d. The company will own the responsibility of overstocking & expiry.
- e. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
- f. In case of any difficulty in getting the feedback from Procurement cell, you may contact Procurement officer/ Director.
- g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Procurement cell, you may contact Faculty in charge procurement cell /Director.

(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

1. PERIOD OF VALIDITY: - The Rate Contract will be valid for period of one year from the date of issue date of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

2. PERFORMANCE SECURITY: -Please submit performance security @ 10 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum of Rs 10,000/- (Rupees Ten Thousands only) and maximum Rs. 3,00,000/- (Rupees Three Lac only) will be in shape of D.D. or PBG drawn in favor of "AIIMS Patna A/C" (as stipulated in tender notice) payable at Patna from any nationalized bank/scheduled bank. The performance security will have the minimum validity for 36 months

from the date of issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract and failing which the above mentioned amount may be deducted from the bill amount against performance bank guarantee.

3. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central Sales Tax, GST etc. as applicable. Any price variation due to Govt. levies will be settled accordingly. , other charges like banks charges, postage, freight, etc., will be borne by your company.

4. **PRICES: -**

Mentioned in Annexure -01

SL. No.	Item Name	Pack Size	Rates Per Unit	GST %	GST IN INR	Price with GST	MRP	HSN
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Rates are F.O.R. Destination basis i.e. Central Stores, All India Institute of Medical Sciences, Patna. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director AIIMS Patna shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Procurement cell authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

5. **ROAD PERMIT:** - No road permit i.e. form 31/32, form c and d would be provided by the institute. It would be the sole responsibility of the supplier to affect the door deliveries at his// her own. Procurement cell will neither own any responsibility for clearance of goods and road, rail, postal, air terminals nor would any machinery of AIIMS, Patna be allowed for this purpose.

6. **DELIVERY:** - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc. may be received under the sole responsibility of supplier regarding quantity, specification and breakage.

7. **DEFECTIVE INVENTORY:** - central Stores / User department / Procurement cell of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

8. **PENALTY CLAUSE:-**

- a. Non-execution of supply order - For the reasons of failure to supply partially or completely within **15 days**, if the Procurement cell has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e. L1 /Billing Agency as appointed by the Rate Contract Holder. The difference amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Procurement cell timely.
- b. Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2/RC-3 or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the Rate Contract Holder.
- c. Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.
- d. if items is proprietary in nature & not supplied in 30 days than 2 % penalty of remaining value of goods will be deducted.

9. INFORMATION REQUIRED ON CHALLAN/BILL: -

- a. **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS Patna main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:
 - i. Name of the item as, it is mentioned in Rate contract/ supply order.
 - ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
 - iii. Size of the item
 - iv. Supply order no. and Date
 - v. Date of manufacturing
 - vi. Date of expiry
 - vii. Batch number
 - viii. Quantity of each item (in unit)
 - ix. Maximum Retail Price (MRP)
- b. Pre-receipted Bill (Tax Invoice), must always bear the following information:
 - i. Name of the item as, it is mentioned in Rate contract/ supply order.
 - ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
 - iii. Size of the item
 - iv. Supply order no. and Date
 - v. Date of manufacturing
 - vi. Date of expiry

- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Value of each item
- x. Total value of the bill
- xi. The amount of GST paid by the supplier.
- xii. Maximum Retail Price (MRP)
- xiii. TIN/GST No. AIIMS Patna

10. Replacement of near expiry / slow moving / non-moving items: - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Procurement cell stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

11. Release of EMD

- I. The EMD of Rate Contract Holder would be released after submission of Performance Security.
- II. The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

12. PAYMENT:-

- a. 75% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- b. Payment will be made on 30th day from the date of submission of bill, with early payment option facility to be enumerated in the supply order.
 - i. If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - ii. If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
 - iv. Early payment options are applicable against 100% supplies.
- c. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- d. Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- e. The part supplies are accepted for the sake of convenience of Procurement cell only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forth coming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.

f. The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.

g. Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.

h. Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

13. Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.

14. In addition the other terms and conditions as detailed in tender documents would be applicable.

15. In view of the notification issued by the Ministry of Health & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.

16. Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.

17. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

18. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- i. PAN Card
- ii. GST Registration with GST Return for preceding three years.
- iii. Non Conviction Certification /no pending conviction certificate attested/is issued by notary for preceding three years.
- iv. Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender or will decide the use of tendered items (**Annexure-IX**) on stamp paper of Rs. 100.00.

19. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

20. All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

21. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Patna, Bihar and all obligations hereunder shall be deemed to be located at Patna jurisdiction only.

THIS AGREEMENT will take effect from _____ day
____ Month of two thousand twenty.

In witness where of both the parties here to have caused their respective common seal to be hereunto affixed / (or have here into set their respective hands and seal) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the _____
Signature of the authorised official.

Stamp

Name: -

Designation: -

Address: -

Witness:

Name

Address

For and on behalf of the "Director, AIIMS,
Patna".

Signature of the authorised official.

Stamp

Name: -

Designation: -

Address: -

Witness:

Name

Address

Annexure -01

SL. No.	Item Name	Pack Size	Rates Per Unit	GST %	GST IN INR	Price with GST	MRP	HSN
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