



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छत्तीसगढ़)
All India Institute of Medical Sciences, Raipur (Chhattisgarh)

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ. ग.) के लिए बोलीदाताओ/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक एम्स, रायपुर के अधिकृत अधिकारियो तथा चयनित बोलीदाताओ/फर्म/एजेंसी के मध्य औपचारिक अनुबंध पर हस्ताक्षर तथा निष्पादन नहीं किया जाता हो |

DISCLAIMER

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

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279,
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: storesofficer.hp@aiimsraipur.edu.in



Notice Inviting Tender for "Two Year Rate Contract for supply of Drugs and medicines(Injectable) for Department of Pharmacy"

At
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	17-10-2024 at 18:00 HOURS
Bid Document Download / Sale Start Date	18-10-2024 at 10:00 HOURS
Clarification Start Date	18-10-2024 at 10:00 HOURS
Clarification End Date	25-10-2024 at 15:00 HOURS
Pre Bid Meeting	25-10-2024 at 15:30 HOURS
Bid Submission Start Date	04-11-2024 at 15:00 HOURS
Bid Submission End Date	30-11-2024 at 18:00 HOURS
Bid Opening Date	02-12-2024 at 15:00 HOURS
EMD Amount	Rs. 5,00,000 /-

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All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
Tele: 0771- 2577327, e-mail: storesofficer.hp@aiimsraipur.edu.in

Subject: Two Year Rate Contract for supply of drugs and medicines (Injectable) from EDL for Department of Pharmacy at All India Institute of Medical Sciences, Raipur.

1. The Director, All India Institute of Medical Sciences, Raipur invites Online Tender in Two bids (Technical and Financial) for supply of Injectable Items under Rate Contract for Pharmacy Department. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site www.aiimsraipur.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.
3. Bid shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
5. Tenderer who has downloaded the tender from the **AIIMS web site www.aiimsraipur.edu.in** and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.
The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
6. **Manual bid shall not be accepted in any circumstance.**
7. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
8. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.**
9. **Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery & other terms.
10. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.

- 11. Bidder/Manufacturer/OEM must provide evidence of having supplied same/similar items in government hospital/organization or reputed private hospital/ organizations in India in last three year at least ₹ 1 crore.**
- 12. Bidder/Manufacturer/OEM** should be registered and should have average annual turnover at least **₹ 2 crore** in the last three financial years. Copies of authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years should be uploaded.
- 13.** The required quantity will be placed through purchase order as and when required.
- 14.** In the event of any dispute or difference(s) between the vendee (AIIMS Raipur) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director/AIIMS/Raipur who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.
- 15.** The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
- 16.** All disputes shall be subject to Raipur Jurisdiction only.
- 17. AIIMS Raipur reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.**
- 18.** The Tender/Bid will be opened on Store office at AIIMS Raipur Premises.
 - i) Only those financial bids will be opened whose technical bids are found suitable by the technical committee appointed for the tender.
 - ii) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
- 19.** Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.
- 20. Award of Contract**

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bided the lowest evaluated quotation price.

 - i) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - ii) The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the purchase order.
- 21.** Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
- 22.** Conditional bid will be treated as unresponsive and it may be rejected.

23. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.

24. Earnest Money:

As to invite wider participation, earnest money **Rs. 5,00,000/- (Rs. Five Lakh Only)** of by means of a Bank Demand Draft/ FDR, a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The used instrument must reach at Hospital Store Office, Room no., 146, Lower Ground Floor in front of Nuclear Medicine Department C Block, AIIMS Raipur, Tatibandh, Raipur (C.G) Pin-492099 before opening of tender.

a) The bid of the tender will be suspended/disqualified & earnest money will be forfeited without further notice if:

- If the tenderer withdraws his bid any time after opening of price bid. On refusal to supply medicine after the award of contract/Letter of Acceptance (LOA).
- In case of the lowest bidder (L1 bidder), fails to execute the contract or fails to complete the first supply successfully within the stipulated time.
- If any undertaking/documents are not found correct at any stage during the contract period.
- If the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates.

b) No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Raipur in respect of any previous supply will be entertained.

c) Tenders without Earnest Money will be summarily rejected.

d) No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.

e) EMD should remain valid for a period of 45 days beyond the final bid validity period. When the tenderer agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.

f) The bidder seeking EMD Exemption must submit the valid supporting document for the relevant category as per tender document. Under MSE category, only manufacturers (Micro and Small Category) for supply of goods are eligible for exemption from EMD. Traders are excluded from the purview of this policy.

25. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Stores Officer (H), AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.

26. Purchase preference shall be given to Class-1 local supplier(s) based on their declaration of the percentage (%) of minimum local content used in the manufacturing of quoted product as per Public Procurement (Preference to make in India), Order 2017 notification issued by Gol,

Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) vide order no, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and order no. 31026/65/2020-MD dated 30.12.2020 issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals and accordingly bidder(s) shall be categorized as per below table:

S.No.	Type of Class	Percentage (%) of minimum local content
1	Class-I Local Supplier	Local content equal to more than 80%
2	Class-II Local Supplier	Local content more than 50% but less than 80%
3	Non-Local Supplier	Local content less than or equal to 50%

"Local Content" means the amount of value added in India which shall 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

- It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the "Make in India" Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the "Make in India" Initiative and directives of Govt. of India, since in case if any "Make in India" Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of "Make in India" Policy of the Govt. of India.
27. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.
28. Pre bid meeting will be held in the Chamber of Stores Officer, Hospital Store, Room no. 146, Lower Ground Floor, C-Block, Gate no. 04, AIIMS, RAIPUR.
29. Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Officer Incharge (Hospital),
AIIMS, Raipur (C.G.)**

Other Terms & Conditions

1. **Performance Security Deposit:**

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) within 21 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e. 22nd day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 45 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees.
- b. Successful supplier/firm should submit Performance Security Deposit in favour of "AIIMS, Raipur" to be received in the Store Office, 2nd Floor, Medical College Building, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the LOA, whichever is earlier. The Performance Security Deposit shall be furnished in the form of FDR/DD/Bank Guarantee or performance guarantee bond as per proforma given in the tender documents.
- c. Performance Security should be 3-5% of the value (calculated as per approximate one year consumption) of the approved item. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security within 21 days after accepting the Rate Contract and it should be valid for a period of 60 days beyond rate contract period. It may be further extendable for one year if rate contract extended.
- d. The Performance Security Deposit should be established in favour of "AIIMS Raipur" through any Schedule Bank with a clause to enforce the same on their local branch at Raipur.

- 2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be effected within 30 days from the date of purchase order and this clause should be strictly adhere to failing which administrative action as deemed fit under rules will be taken against the defaulter. Otherwise Liquidation Damages will be imposed as per clause no. 3. Purchase order will be placed as required by consignee.

Supplied material should have ordinarily minimum shelf life of 80% at the time of supply. If the shelf life of the supplied material is less than 80% than an undertaking on letter head must be submitted along with delivery challan for the replacement of the material at free of cost if not consumed.

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.

Purchase Order will be placed as per requirement of institute.

- 3) **Penalty:** If the suppliers fails to **Supply** place any or all the material or perform the service by the specified date as **mentioned** in purchase order, penalty at the rate **of 0.5% per week or part thereof delayed** value of goods subject to the maximum of **10% of delayed goods value will be imposed.**

In case the tenderer fails to supply the ordered quantity within the stipulated time limit, the supplied material is found to be of suboptimal quality or the flow of supply is not regular, the purchaser in benefit of patient service, reserves the right, to reallocate the supply to next participant or may purchase the goods from open market and recover the difference in cost of purchase from the successful tenderer.

Non-execution of supply order - For non-supply of item 10% GD of Billing Amount will be charged as penalty. 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 Hospital Stores timely.

4) Sample and Demonstration:

- a) The bidders shall also provide representative samples of their Drugs to the concerned committee regarding the quality aspect, if required.
- b) AIIMS Raipur reserves the right to ask the tenderers for arranging demonstration of their samples for feel & amp; finish for which rates have been quoted, to the concerned committee, if required.

5) Right of Acceptance: AIIMS, Raipur reserves the right to accept or reject any or all tenders/quotations without assigning any reason there of and also does not bind itself to accept the lowest quotation or any tender. AIIMS, Raipur also reserves the rights to accept all the equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason.

6) Validity of the bids: The bids shall be valid for a period of 180 days from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

7) Risk Purchase & Recovery of sums due:

- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'noncompliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
- The amount will be recovered from any of his subsequent / pending bills or performance security deposit.
- In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

8) Clarification of Bids: During evaluation of bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

9) Communication of Acceptance: AIIMS, Raipur reserves all right to reject any tender including of those tenderers who fails to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific tender. The decision of this Institute in this regard will be final and binding.

10) Insolvency etc: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Raipur shall have the power to terminate the contract without any prior notice.

11) Discrepancies in Prices:

- a) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected;
- c) If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

12) Force Majeure: If, at any time during the subsistence of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, act of public enemy, civil commotion, sabotage, fire, floods, exception, epidemics, quarantine restriction, strikers lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive.

Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, Raipur party may, at least option to terminate the contract.

13) Breach of Contract: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the contract without assigning any reasons thereof and nothing will be payable by AIIMS, Raipur. In that event the security deposit shall also stand forfeited.

14) Subletting of contract: The firm shall not assign or sublet the contract or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Raipur, which will be at liberty to refuse if thinks fit. The tender is not transferable.

15) Right to call upon information regarding status of contract: The AIIMS, Raipur will have right to call upon information regarding status of contract at any point of time.

16) Terms of payment:

- a. 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.

100% payment of the contract price shall be paid on receipt of goods in good condition at the consignee premises and upon the submission of the following documents:

- i) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount
 - ii) Two copies of delivering challan.
- b. The supplier shall not claim any interest on payment under the contract.
- c. Bills not received in accordance with the instructions as required on challan / bill will not be entertained / processed for payment by the Institute.
- d. The part supplies are accepted for the sake of convenience of Hospital Stores only.
- e. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- f. No payment shall be made for rejected stores. Rejected equipment's must be removed by the supplier within one weeks of the date of issue of rejection advice at their own cost & replace immediately .In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.

17) Information required on challan & bills:

- 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 RAIPUR 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 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)

18) Packing Instruction:

These are advisory in nature and to enable safe delivery of goods to Pharmacy Store.

- a. No corrugate package should weigh more than 15 kgs (ie, product + inner carton + corrugated box).
- b. All Corrugated boxes should be of 'A' grade paper i.e., Virgin.
- c. All items should be packed only in first hand boxes only.
- d. The corrugated boxes should be of narrow flute.
- e. Every box should be preferably single joint and not more than two joints.
- f. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.
- g. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 -60° should not crack.
- h. Every box should be sealed with gum tape running along the top and lower opening.
- i. Every box should be strapped with two parallel nylon carry straps (they should intersect).
- j. The product label on the carton should be large at least 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.
- k. No box should contain mixed products or mixed batches of the same product.
- l. Statutory packing instruction shall have to be followed where ever applicable.
- m. Primary packing such as strips, labels, inner carton, outer carton etc. should bear the following words

“AIIMS Raipur Supply-Not for Sale”

“..... आपूर्ति निःशुल्क वितरण हेतु”

19) Good & Service Tax:

1. GST rates applicable on the quoted item may please be mentioned in the bid document.
2. It may be confirm if there is any (Upward/Reduction) in the Basic Price structure. Bidders are required to pass the Input Credit as per the following Anti Profiteering Clause of GST.

“Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices”.

3. **HSN Code** for each item should be clearly mentioned on BoQ/Financial Bid.

20) Arbitration: If any difference arises concerning this agreement, its interpretation on payment to the made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Raipur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Raipur. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1996 and the rule framed there under and in force shall be applicable to such proceedings.

21) Legal Jurisdiction: The agreement shall be deemed to have been concluded in Raipur, Chhattisgarh and all obligations hereunder shall be deemed to be located at Raipur,

Chhattisgarh and Court within Raipur, Chhattisgarh will have Jurisdiction to the exclusion of other courts.

22) Contract Period:

The Rate Contract for supply of stationery and other general stores items shall be valid for a period of **Two year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one year or more**. The Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Rate Contract (RC) awarded under present Tender Enquiry will be in the nature of a Standing Offer. The Supply Order may be placed from time to time against the RC. The Institute does not give any guarantee of minimum purchase under the present RC.

23) Rate wise comparison of the quotes will be made and L1* for each item will be determined accordingly. In this context, final decision of the committee will be binding on all and no claim in this regard will be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Director AIIMS Raipur shall be final.

24) L1 will be decided item wise on FOR AIIMS basis.

**Officer Incharge (Hospital),
AIIMS, Raipur (C.G.)**

Technical Bid

The following documents are required to upload by the Bidder in the Technical Bid as per the tender document:

- a) Scanned copy of EMD or certificate related to exemption.
- b) Please **state whether the bidder** is Manufacturer/OEM/Distributor/Dealer/Supplier/trader relevant document should be uploaded.
- c) In case of Distributor/Dealer/Supplier must be upload tender specific authorization (tender number and date shall be mentioned) certificate from OEM/ manufacturer should be uploaded.
- d) Manufacturer/OEM shall have a valid manufacturing drug license or valid renewal drug license with list of items endorsed for manufacturing issued by the State Licensing Authority and or Central License Approving Authority (wherever applicable). If the validity of drug license expires on the date of bid opening, validity certificate / renewal application acknowledgement certificate in lieu of valid manufacturing license / renewal license from licensing authority will have to be submitted.
- e) WHO-GMP/GMP/COPP certificate of the manufacturer/OEM as per schedule M (license no. and MFG. unit address highlighted) under Drugs & Cosmetics Rule 1945 / COPP (Certificate of Pharmaceutical Products) certificate issued by the concerned licensing authority.
- f) Non-conviction certificate, not more than six month old (Manufacturer/OEM).
- g) An undertaking by the manufacturer that they have their own testing laboratories and in built quality assurance facilities and shall carry out batch-wise pre-inspection of the items (covered under the drug and cosmetic act) and submit such reports along with the supplies for each batch. The drug product should have compliances as per specification (IP/BP/USP etc.), if In-house (INH) specification than provision of reference standard and testing protocol for quoted items shall be submitted.
- h) Minimum Average Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender up to **₹ 2 Crore**, document should be uploaded.
- i) PAN Card of the bidder.
- j) Firm/Company registration certificate of the bidder.
- k) The GST registration details of the bidder.
- l) Income Tax Return of last three years along with audited balance sheet .
- m) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied as per the Annexure II up to **Rs. 1 Crore**.
- n) Manufacturer shall declare the %age of local content used in the manufacturing of quoted item in accordance with the calculation for local content with point no. 6 of order issued by Ministry of Chemicals & Fertilizers, Department of pharmaceuticals vide no. 31026/4/2018-Policy dated 01-01-2019 in Annexure-III
- o) "Declaration by the Bidder (Annexure-V)
- p) Technical compliance report as per Annexure I.
- q) Drugs License of the Bidder.

PRICE BID

- (a) Price bid in the form of BOQ_XXXX.xls.

Checklist of Technical Documents**(To be mandatorily furnished by the bidder with proper page number)**

S No.	Documents:	Remarks	Page No.
01	Scanned Copy of DD/FDR of EMD (In case of EMD Exemption, Scanned copy of relevant certificate must be enclosed) (Also attach details for refund of EMD - Annexure -IV)		
02	Please state whether the bidder is Manufacturer/OEM/Distributor/Dealer/Supplier/trader relevant document should be uploaded.		
03	In case of Distributor/Dealer/Supplier must be upload tender specific authorization (tender number and date shall be mentioned) certificate from OEM/ manufacturer should be uploaded.		
04	Manufacturer/OEM shall have a valid manufacturing drug license or valid renewal drug license with list of items endorsed for manufacturing issued by the State Licensing Authority and or Central License Approving Authority (wherever applicable). If the validity of drug license expires on the date of bid opening, validity certificate/renewal application acknowledgement certificate in lieu of valid manufacturing license/ renewal license from licensing authority will have to be submitted.		
05	WHO-GMP/GMP/COPP certificate of the manufacturer/OEM as per schedule M (license no. and MFG. unit address highlighted) under Drugs & Cosmetics Rule 1945 / COPP (Certificate of Pharmaceutical Products) certificate issued by the concerned licensing authority.		
06	Non-conviction certificate, not more than six month old. (Manufacturer/OEM)		
07	An undertaking by the manufacturer that they have their own testing laboratories and in built quality assurance facilities and shall carry out batch-wise pre-inspection of the items (covered under the drug and cosmetic act) and submit such reports along with the supplies for each batch. The drug product should have compliances as per specification (IP/BP/USP etc.), if In-house (INH) specification than provision of reference standard and testing protocol for quoted items shall be submitted.		
08	Minimum Average Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender up to ₹ 2 Crore , document should be uploaded.		
09	PAN Card of the bidder.		
10	Firm/Company registration certificate of the bidder.		
11	The GST registration details of the bidder.		
12	Income Tax Return of last three years.		
13	Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where		

	quoted model of the items has been supplied as per the Annexure II up to Rs. 1 Crore.		
14	Manufacturer shall declare the %age of local content used in the manufacturing of quoted item in accordance with the calculation for local content with point no. 6 of order issued by Ministry of Chemicals & Fertilizers, Department of pharmaceuticals vide no. 31026/4/2018-Policy dated 01-01-2019 in Annexure-III		
15	“Declaration by the Bidder (Annexure-V)”		
16	Technical compliance report as per Annexure-I.		
17	Integrity Pact Annexure-VI		
18	Drugs License of the Bidder.		
19	Any other documents, if any.		

All the documents to be furnished in the checklist has to be page numbered. All the formats as per Annexures are to be filled up mandatorily. Strictly adhering to the sequence as mentioned in the checklist, any non-compliance to this will make the bid INVALID for evaluation.

Note:

a) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.

b) No price information (i.e. scanned copy of the price format etc.) to be uploaded in Technical bid.

C) THE CHECKLIST PAGE MUST BE THE FIRST PAGE OF THE SUBMITTED BID DOCUMENT.

d) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document (INCLUDING THIS CHECKLIST PAGE) to be uploaded in the CPPP portal before the scheduled date & time.

Signature of the bidder with seal

Place:

Annexure I**Technical Compliance Sheet**

Detail of the required items quoted in the technical Bid should be same quoted on financial bid

Sl. No.	Name of Item as in the Tender List	Pack Size	HSN CODE	Brand Name	Manufactured By:	Marketed By:	Name of Agency for Quality Certification. e.g. COPP, WHO-GMP, GMP etc.
DRUGS AND MEDICINE							
1	Inh. Budecort 200 Mcg/Actuation Inhaler (Budesonide)						
2	Inh. Budesonide 100mcg, Formoterol Fumarate 6mcg/Dose						
3	Inh. Ipratropium 20mcg/Puff						
4	Inh. Isoflurane 250ml						
5	Inh. Salbutamol 100mcg/Puff						
6	Inj. 2- Pralidoxime Antidote 1G						
7	Inj. 5 Fluorouracil 250 mg						
8	Inj. Actinomycin D 500 mcg						
9	Inj. Adenosine 30mg/10ml						
10	Inj. Adrenalin 1mg						
11	Inj. Alprostadil 500mcg/ml						
12	Inj. Alteplase 20mg						
13	Inj. Alteplase 50mg						
14	Inj. Aminophylline 10 ml						
15	Inj. Anti-Rabies Immunoglobulin						
16	Inj. Anti-Snake Venom (Polyvalent)						
17	Inj. Anti-Tetanus Immunoglobulin						
18	Inj. Caffeine Citrate 10mg/ml						
19	Inj. Calcium Folate 50mg/5ml						
20	Inj. Calcium Gluconate 10ml						
21	Inj Caspofungine 50mg						
22	Inj. Cefazolin Sodium 500mg						
23	Inj. Ceftazidime + Avibactam 2.5 gm						
24	Inj. Cloxacillin 500mg						
25	Inj. Coagulation Factor Viii 500 Iu						
26	Inj. Dacarbazine 100 mg						
27	Inj. Theophyllin 25.3 mg+ Etophyllin 84.7 mg						
28	Inj. Dexamethasone 30ml						
29	Inj. Dextrose 25%, 25ml						
30	Inj. Dextrose 50%, 25ml						
31	Inj. Diazepam 10mg/2ml						
32	Inj. Diazepam 5mg/ml						

Sl. No.	Name of Item as in the Tender List	Pack Size	HSN CODE	Brand Name	Manufactured By:	Marketed By:	Name of Agency for Quality Certification. e.g. COPP, WHO-GMP, GMP etc.
33	Inj. Digoxin 2 ml						
34	Inj. Diltiazem 25mg/5ml						
35	Inj. Dopamine 200mg/5 ml						
36	Inj. Doxorubicin 10mg						
37	Inj. Etanercept 50mg						
38	Inj Fosfomycin 4 Gm						
39	Inj. Gentamicin 10mg						
40	Inj. Glyceryl Trinitrate 5mg/ml						
41	Inj Haloperidol 50mg						
42	Inj. Haloperidol 5mg/Ml 1ml						
43	Inj. Hepatitis B Immunoglobulin 100 Iu						
44	Inj. Hepatitis B Vaccine 1ml						
45	Inj. Human Normal Immunoglobulin Diphtheria						
46	Inj. Hyoscine Butylbromide 20mg/ml						
47	Inj. Ifosfamide 1gm						
48	Inj. Imipenem 500mg+Cilastatin 500mg						
49	Inj. Influenza Vaccine (H1N1)						
50	Inj. Insulin Glargin 100 Iu 3						
51	Inj. Intermediate Acting (NPH) Insulin						
52	Inj. Iron (As Iron Sucrose) 20 mg/ml Solution						
53	Inj. Ketamine 50mg/ml, 5 ml						
54	Inj. Levobupivacaine 0.25%, 20ml						
55	Inj. Lignocaine 4%, 30ml						
56	Inj. Lignocaine Hcl 4% 42.7 Mg						
57	Inj. Lorazepam 4mg/2ml						
58	Inj. Magnesium Sulphate 500mg/ml						
59	Inj. Mephentermine Sulphate 30mg/ml, 10ml						
60	Inj. Meropenem 500mg Powder For Solution						
61	Inj. Methyl Prednisolone 40mg						
62	Inj. Metoprolol 5mg						
63	Inj. Midazolam 5mg						
64	Inj. Multivitamine (MVI)10ml						
65	Inj. Neostigmine 0.5 mg 1 ml						
66	Inj. Nitroglycerine 5mg/10ml						
67	Inj. Octreotide 100 mcg						
68	Inj. Octreotide 50 mcg						

Sl. No.	Name of Item as in the Tender List	Pack Size	HSN CODE	Brand Name	Manufactured By:	Marketed By:	Name of Agency for Quality Certification. e.g. COPP, WHO-GMP, GMP etc.
69	Inj. Olanzapine 10mg						
70	Inj. Oxaliplatin 100 mg						
71	Inj. Oxytocin 5 Unit/ml Solution						
72	Inj. Phenobarbitone 200mg						
73	Inj. Phytomenadione 10mg/ml						
74	Inj. Pneumococcal Polysaccharides						
75	Inj. Pneumococcal Vaccine PCV 13						
76	Inj. Pneumococcal Vaccine PPSV 23						
77	Inj. Polymyxine B 500000 Iu						
78	Inj. Potassium Chloride 20MEQ/10M						
79	Inj. Promethazine 50mg, 2ml						
80	Inj. Rabies Vaccine Human						
81	Inj. Sodium Bicarbonate 10ml						
82	Inj. Sodium Nitroprusside 50mg						
83	Inj. Streptomycin 1gm						
84	Inj. Succinyl Choline 50 mg/ml						
85	Inj. Surfactant 80mg/ml 1.5ml						
86	Inj. Tenecteplase 30mg/ml						
87	Inj. Tenecteplase 40mg/ml						
88	Inj. Tetanus Toxide 0.5ml						
89	Inj. Thiamine 100mg						
90	Inj. Thiopentone 500 mg						
91	Inj. Tramadol 2 ml						
92	Inj. Vinblastine 10mg						
93	Inj Vitamin D3 60000 Iu						
94	Inj. Vitamin K 1mg						
95	Inj. Zoledronic Acid 4mg						
96	IV Dextrose 10% 500 ml						
97	IV Dextrose 25% 100ml						
98	IV Dextrose 5% 500 ml						
99	IV Dextrose 5% 500ml(G)						
100	IV Dns 0.45% 500 ml						
101	IV Dns 0.9%, 500ml						
102	IV Electrolyte M (Multi-Electrolyte With 5% Dextrose)						
103	IV Normal Saline 3 % 100 ml Glass Bottle						
104	IV N. S. 0.9%, 3l Irrigation Solution						

Note:

- 1. Bidders are directed to mention required details in above table for only those items for which they are participating.**
- 2. Bidders should quote price for each unit only.**

Place:.....
Date:.....

(Signature of Bidder with seal)
Name :
Seal :
Address :

Annexure II**Format of Experience certificate**

Sl. No.	Contract No. /Supply order No	Name of the Purchaser	Description of work	Qty Supplied	Value of Contract

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

- User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted similar items has been supplied and installed.
- Copies of supply orders of the same/similar quoted (without hidden price for rate justification).

Annexure-III**(To be submitted on Rs. 100.00 Non-Judicial Stamp paper duly notarized)****Declaration of Local Content**

I S/o, D/o, W/o Resident at in the capacity of Proprietor/Managing Partner/Managing Director in M/s having its registered office at And factory premises at do hereby solemnly affirm and declare the local content for the quoted item(s) as under:

S.No.	Item Code	Item Name	Percentage (%) of Local Content	Category
1.				
2.				
3.				

That I abide by the terms and conditions laid down in guidelines issued by Department of Pharmaceuticals, Ministry of Chemicals & fertilizers, Government of India vide F. No. 31026/36/2016-MD dated 09.11.2020 and DPIIT order no. P45021/2/2017 PP(BE-II) dated 16.09.2020 for the implementation of provisions of Public Procurement (Preference to Make in India) Order (PPO) 2017 related to procurement of Goods and Services on behalf of M/s..... Further, the calculations of local content used in manufacturing of quoted items are done in accordance with the guidelines laid down in Para 1/2/3/4 of Department of Pharmaceuticals order vide F. No. 31026/36/2016-MD dated 09.11.2020 and I found that items quoted by our firm comes under Class..... local content.

That the information furnished hereinafter is correct to the best of my knowledge and belief and on behalf of M/s..... I hereby undertake to produce relevant records before the procuring entity, or any authority so nominated by the Tender inviting Authority/ Department/ Any assigned by the Tender inviting Authority for the purpose of assessing the local content and verification.

Signature.....

Name:

Designation

(Company Seal/Stamp)

(Above shall be furnished by Authorized Signatory)

ANNEXURE-IV**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL
BIDDER****RTGS / National Electronic Fund Transfer (NEFT) Mandate Form**

1.	Name of the Bidder	
2.	Permanent Account No(PAN)	
3.	Particulars of Bank Account	
	a) Name of the Bank	
	b) Name of the Branch	
	c) Branch Code	
	d) Address	
	e) City Name	
	f) Telephone No	
	g) NEFT/IFSC Code	
	h) RTGS Code	
	i) 9 Digit MICR Code appearing on the cheque book	
	j) Type of Account	
k) Account No.		
4.	Email id of the Bidder	

Declaration by the Bidder (Notarized)

(On Rs 100.00 Non-judicial Stamp paper)

1. I am authorized signatory of the firm and am competent to sign this declaration and execute this tender document.
2. 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.
3. I/We have downloaded the tender from the internet site and I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with AIIMS Raipur and/or prosecuted as per laws.
4. 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.
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 Officer-in-Charge, Procurement Cell, AIIMS, Raipur 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. No other charges would be payable by Client and there would be no increase in rates during the Contract period.
7. I/We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended periods, will be duly informed to AIIMS RAIPUR within a month (30 days) of such price revision, and the same will be passed on to the Institute.
8. No employee/staff of AIIMS Raipur, 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.

9. I/We also undertake that directly or through any other person or firm, offer, promise or give to any of AIIMS Raipur'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.
10. I/We hereby offer to supply the items mentioned in Financial Bid at the rates quoted therein. I/We hereby declare to supply the material duly paid with GST, or applicable taxes at any point of time if applicable. I/We also agree to hold this offer open for the period of one year from the date of issuance of Rate Contract, if awarded.

Place:.....

Date:.....

(Signature of Bidder with seal)

Name :

Seal :

Address :

To be signed by the bidder and same signatory competent/authorized to Sign the relevant contract on behalf of AIIMS Raipur.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of.2024

BETWEEN

Executive Director, AIIMS Raipur represented through Officer In-charge Procurement AIIMS Raipur, (Name of Division)

AIIMS, (Hereinafter referred as the
(Address of Division)

'Principal / Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name and Address of the Individual/firm/Company)

through(hereinafter referred to as the
(Details of duly authorized signatory)

"Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated the NIT No.AIIMS/R/HS/2024/Drugs/Inj/RC (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, Two year rate contract for Supply of Drugs and Medicine at **AIIMS Raipur** here in after referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal/Owner, personally or through any of his/her family

- members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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 Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder (s)/Contractor (s)

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He 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 the Principal / Owner's employees involved in the Tender process or execution of the Contract or to 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 undisclosed 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 cartelize in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - c. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) 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.

3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:
2. If the Bidder (s) / Contractor(s), either before award or during execution Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
3. Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or under any law or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises 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 for banning of business dealings/ holding listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
3. If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors:

1. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/sub vendors.
2. The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/ Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

1. This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 06 Months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.
2. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority of AIIMS Raipur.

Article 7- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **AIIMS Raipur** of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with **this Integrity Agreement/Pact or interpretation** there of shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or relevant law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the

sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.(Signature, name and address)
2. (Signature, name and address)

Place: -

Dated: -

MANUFACTURER'S / PRINCIPAL'S AUTHORIZATION FORM

To,

The Stores Officer (H),
All India Institute of Medical Sciences Raipur (C.G)

Dear Sir,

Tender No. : _____.

Equipment Name : _____.

2. We, _____ who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby authorize Messrs' (Authorized Dealer/Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against this tender for the above goods manufactured by us.
3. No company or firm or individual other than Messrs. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
4. We also hereby undertake to provide full guarantee/warranty /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.
5. We hereby extend our full guarantee and warranty as per the conditions of tender for the goods bided for supply against this tender by the above firm.

The authorization is valid up to the tender & contract period.

Yours faithfully,

(Name)

For and on behalf of M/s. _____

(Name of manufacturers)/Principal

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Two Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT RAIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT RAIPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Tatibandh, GE Road, Raipur-492 099 (CG)

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Raipur (Buyer) have invited Tenders vide Tender No.....Dt.....for purchase of.....AND WHERE AS the said tender document requires the supplier/firm(seller)whose tender is accepted for the supply of instrument/machinery, etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "AIIMS Raipur" in the form of Bank Guarantee for Rs.....[10% (ten percent)of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 30(Thirty) days from the date of Acceptance of the Purchase Order.

NOW THIS BANKHERE BY GUARANTEES that in the event of the said supplier/firm (seller) failing to abide by any of the conditions referred to intender document/purchase order/performance of the instrument/machinery, etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Raipur on demand and without protest or demur (Rupees.....).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Raipur(Buyer) as to whether the said supplier/firm (Seller) has committed a breach of any of the conditions referred in tender document/ purchase order shall be final and binding.

We,.....(name of the Bank& branch) here by further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the supplier/firm(Seller)and/or All India Institute of Medical Sciences (AIIMS) Raipur(Buyer).

Not with standing anything contained herein:

a.Our liability under this Bank Guarantee shall not exceed`..... (Indian Rupees.....only).

b.This Bank Guarantee shall be valid upto..... (date) and

c.We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Raipur serve upon us a written claim or demand on or before..... (Date)

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office atsituated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

Instructions for Online Bid Submission:

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

More information useful for submitting online bids on the CPP Portal may be obtained at:.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the
- 3) Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 5) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card

copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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