



आरोग्यम् सुखं सम्पदा

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 लिये बोली दाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का निमंत्रण है। संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोली दाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित किया गया 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- 2577327,

Website: www.aiimsraipur.edu.in/www.eprocure.gov.inEmail:

storesofficer.hp@aiimsraipur.edu.in



Notice Inviting Tender for “Rate Contract for supply ESSENTIAL NARCOTICS DRUGS at Department of central pharmacy, AIIMS Raipur”
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	16-09-2025 at 18:00 HOURS
Bid Document Download / Sale Start Date	16-09-2025 at 18:00HOURS
Clarification Start Date	16-09-2025 at 18:00HOURS
Clarification End Date	20-09-2025 at 11:00HOURS
Pre Bid Meeting	20-09-2025 at 11:30HOURS
Bid Submission Start Date	23-09-2025 at 10:00 HOURS
Bid Submission End Date	08-10-2025 at 15:00 HOURS
Bid Opening Date	09-10-2025 at 15:30HOURS

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अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
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Subject: Rate Contract for supply ESSENTIAL NARCOTICS DRUGS at Department of central pharmacy, AIIMS Raipur

1. The Executive Director, All India Institute of Medical Sciences, Raipur invited Online Tender in Two bids (Technical and Financial) for supply **Rate Contract for supply ESSENTIAL NARCOTICS DRUGS at Department of central pharmacy, AIIMS Raipur** 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 must provide evidence of having supplied similar item in government hospital in India of last three year at least ₹ 09 LAKH.**
12. **Manufacture/OEM** should be registered and should have average annual turnover at least **₹ 76.0 LAKH**. 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 quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
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
15. The Executive 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.
16. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
17. All disputes shall be subject to Raipur Jurisdiction only.
18. **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.**
19. **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 expert committee appointed for the concerned instrument/equipment.
 - 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.
20. 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.
21. **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.
22. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
23. Conditional bid will be treated as unresponsive and it may be rejected.

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

25. Earnest Money:

As to invite wider participation, earnest money **Rs. 38,000/- (RUPEES THIRTY EIGHT THOUSAND 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, **FIRST FLOOR Hospital Administrative block Gate No 01**, 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 renderer 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 for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this policy.
26. 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.
27. Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:- The Bidder Companies, those have registered under Make in India initiative and producing their products under "Make in India Policy of Government of India " shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price

Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.

- 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.
- The bidders are required to submit the following annexure in compliance of public procument (Preference to Make in India) order, 2017.
- Affidavit of self-certification regarding local content (to be provided on own letter head).

28. Representations during Pre-Bid Meeting.

- The OEM/Vendor can raise objections on technical specification and bid conditions at Pre-bid stage. These will be considered only if submitted in time as per tender document and through electronic means only (as specified in tender document).Representations will be within 48 hours of Pre-bid meeting. Exact date of pre-bid meet and exact cut off time for representations clearly mentioned in the Tender Document

29. Representations against Technical Evaluation.

TEC minutes should be uploaded on CPPP/GeM as per extant provisions for bidders to represent (through electronic mode only) with in stipulated time period. Exact time and last date (05 days from the date of uploading of TEC minutes) be mentioned in tender document for bidders to represent.

- 30.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Officer In-charge (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 30 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 30 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 30 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 PSD 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 Hospital Store Office, **FIRST FLOOR Hospital Administrative block Gate No 01**, AIIMS Raipur, 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 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 30 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. 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 participator 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:

The bidders shall also provide representative samples of their Drugs to the concerned committee regarding the quality aspect, if required without any payable.

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 of 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 with revenue stamp.
- ii) Two copies of delivering challan & e way bill

- b. Payment will be made after 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. Payment options are applicable against 100% supplies.

- c. The supplier shall not claim any interest on payment under the contract.

- d. Bills not received in accordance with the instructions as required on challan /e way bill will

- not be entertained / processed for payment by the Institute.
- e. The part supplies are accepted for the sake of convenience of Hospital Stores only.
- f. 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.
- g. 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) (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 (i.e., 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) Option Clause/ Tolerance Clause: a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25% to 30%, the quantity of goods and services mentioned in the schedule (s) in the “Schedule of Requirements” (rounded off to-next whole number) without any change in the unit price and other terms & conditions quoted by the bidder. If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by 25% to 30%, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

23) Contract Period:

The Rate Contract shall be valid for a period of **two year** from the date of commencement of Contract and same can be extended by the Executive Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one & more year**. The Executive Director AIIMS Raipur reserves the right to terminate contract at any stage if supplies and performance found unsatisfactory on observation of user Department. The Annual 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.

24) Rate wise comparison of the quotes will be made and L1* for 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 Executive Director AIIMS Raipur shall be final.

25) L1 will be decided FOR AIIMS basis.

**Officer In-charge
(Hospital)
AIIMS Raipur (C.G.)**

Technical Bid

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

- a) Scanned copy of EMD must be uploaded.
- b) Manufacture/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.
- c) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- d) WHO–GMP/GMP/COPP certificate 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.
- e) Non-conviction certificate, not more than six month old.
- f) 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.
- g) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender up to **₹ 76 lakh**, document should be uploaded.

- h) Copy of PAN Card **should be uploaded**.
- i) Firm/Company registration certificate should be uploaded.
- j) The GST registration details may be furnished.
- k) Income Tax Return of last three years should be uploaded.
- l) Signed and scanned copy of User List (List of Govt) where quoted model of the items has been supplied and installed as per the Annexure II up to **₹ 9 lakhs**.
- m) “Declaration by the Bidder“ (Notarized & Rs 100.00 Non-judicial Stamp paper)
- n) Technical compliance report as per Annexure I.
- o) Drug licence of the bidder.
- p) Integrity Agreement. (Notarized & Rs.10 Non-judicial stamp paper) (To be sent physically duly signed on or before bid submission end date)

PRICE BID

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

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 attached details for refund of EMD - Annexure –III)		
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 certificate from OEM/ manufacturer should be uploaded.		
04	Copy of PAN Card should be uploaded (Bidder) .		
05	Firm/Company registration certificate should be uploaded (Bidder) .		
06	The GST registration details may be furnished (Bidder) .		
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	Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender up to ₹ 76 lakh,, document should be uploaded.		
09	Signed and scanned copy of User List (List of Govt) where quoted model of the items has been supplied and installed as per the Annexure II up to ₹ 09 lakh .		
10	Technical compliance sheet as per Annexure-I		

11	WHO–GMP/GMP/COPP certificate 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 / any other narcotics drugs license / documents etc.		
12	“Declaration by the Bidder (Annexure-IV)” (in ₹ 100 stamp paper) as mentioned in tender document should be uploaded (Bidder) .		
13	Non-conviction certificate, not more than six month old.		
14	Self-certificate regarding Local content.		
15	Please provide a certificate on letter head that you have not quoted the price higher than previously supplied to any government Institute/ Organization/ reputed Private Organization or DGS&D rate in recent past		
16	Undertaking by the bidder that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.		
17	Documents supporting any deviation in technical specification, if any		
18	Integrity pact (Annexure-V) Integrity Agreement. (Notarized & Rs.10 Non-judicial stamp paper) (To be sent physically duly signed on or before bid submission end date)		
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	Pack Size	Qty. Required NOS.	HSN CODE	Brand Name	Manufactured By:	Marketed By:	Name of Agency for Quality Certification. e.g. COPP, WHO-GMP etc.
1	Fentanyl transdermal patch 12.5 mcg/hr		100					
2	Fentanyl transdermal patch 25 mcg/hr		520					
3	Fentanyl transdermal patch 50 mcg/hr		20					
4	Inj. Fentanyl Citrate 10 ml (50 mcg/ml)		10050					
5	Inj. Fentanyl Citrate 2 ml (50 mcg/ml)		117656					
6	Inj. Morphine Sulphate 15mg/ml		1904					
7	Tab. Morphine Sulphate 10 mg		53900					

Note:

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

Place:

(Signature of Bidder with seal)

Date:

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
7					

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

- User List (List of Govt organization) where quoted similar items has been supplied and installed.
- Copies of supply orders of the similar quoted (without hidden price for rate justification).

Annexure- III

**PARTICULARS FOR REFUND OF EMD TO SUCCESSFUL/UNSUCCESSFUL BIDDERRTGs /
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	
5.	Contact number of the concerned person	

ANNEXURE-IV

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:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

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 _____

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.....[3 to 5% 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.Ourliability under this Bank Guarantee shall not exceed' (Indian Rupees.....only).

b.ThisBank Guarantee shall be valid upto..... (date) and

c.Weareliable 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).

Yourstruly,

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 enrol 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 Enrolment” 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) B
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) T
he bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) B
bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) B
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) B
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) T
he 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) T
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) T
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.
- 12) Bidder should be submit integrity Agreement physically sent along with EMD (as applicable) should tally with the details available in the scanned copy and the data entered during bid submission time failing which the uploaded bid will be not accepted

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.

(Annexure-V) INTEGRITY PACT

Between

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, RAIPUR CG hereinafter referred to as
“The Principal,”

and _____ hereinafter referred to as “The Bidder/ Contractor.”

Preamble

The Principal intends to award contract/s for _____, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or

Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1 – Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a 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 shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
- c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). 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 tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the 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 payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. 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.

2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the 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, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor 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 three 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 an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity

Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall 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) / Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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 parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.

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 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

- 5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer 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, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this 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 shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within a 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 contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying 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 the Management of the Principal.

Section 10 – Other provisions

- 1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
- 2) Changes, supplements, and termination notices must be submitted 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 shall strive to come to an agreement according to their original intentions.
- 5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & On behalf of the Principal)
Bidder/ Contractor)

(Office Seal)

(For and on behalf of

(Office Seal)

Place ----- Date -----

Witness 1: _____

1: _____

(Name & Address)
Address)

Witness

(Name &