



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

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान के (ग.छ) रायपुर ,लिये बोलीदाताओं एजेंसी इत्यादि से प्रस्ताव नहीं बल्कि प्रस्ताव प्राप्त करने का केवल / फर्म / /संविदात्मक दायित्व तब तक नहीं होगा जब तक कि चयनित बोलीदाताओं ,आमंत्रण है एजेंसी तथा एम्स रायपुर के अधिकृत अधिकारियों के मध्य औपचारिक अनुबंध पर /फर्म हस्ताक्षर कर उसे निष्पादित न 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 as formal contract is signed and executed by duly authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.

Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 07712971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in
Email: store@aiimsraipur.edu.in



अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर के एम.आर.डी. हेतु
“Digitization of Medical Records”
की वार्षिक दर-अनुबंध हेतु तृतीय निविदा आमंत्रण सूचना।

**Annual Rate Contract of “Digitization of Medical Records” For
Department of MRD At All India Institute of Medical Sciences,
Raipur**

CRITICAL DATE SHEET

NIT No.	AIIMS/R/CS/MRD/DIGITIZATION/E-8072
Published Date	24-08-2024, 06:00 PM
Bid Document Download / Sale Start Date	24-08-2024, 06:00 PM
Pre bid meeting	02-09-2024, 03:30 PM
Bid Submission Start Date	09-09-2024, 10:00 AM
Bid Submission End Date	14-09-2024, 06:00 PM
Bid Opening Date	16-09-2024, 03:30 PM

**Tatibandh, G.E. Road, Raipur -492099 (CG),
Tele: 0771- 2577279, 07712971307
Website: www.aiimsraipur.edu.in/www.eprocure.gov.in**

Subject:- Tender for Digitization of Medical Records” For Department of MRD At All India Institute of Medical Sciences, Raipur

1. Online bids are invited on behalf of the Director, AIIMS, Raipur two bid systems (Technical & Financial) for “Annual Rate Contract of **“Digitization of Medical Records”** for MRD 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) [eprocurementwebsitehttps://eprocure.gov.in/eprocure/app](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 work and its accessories. All items/works 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, CMC & warranty terms etc. whichever is applicable.
10. Relevant literature pertaining to the items/works quoted with full specifications should be uploaded, where ever applicable.

11. Manufacture/OEM/Dealer/Distributor must provide evidence of having supplied same item in government hospital/organization or reputed private hospital/organizations in India. Copy of supply order to be submitted with technical Bid.
12. Manufacture/OEM should be registered and should have average annual turnover at least **₹50 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. In case of Dealer/Distributor/Supplier haven't minimum annual turnover they should submitted Manufacture/OEM authenticated balance sheet & Profit & loss A/c/Income Expenditure for last three financial years. Dealer/Distributor/Supplier also submitted their authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years
13. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
14. The GST registration details may please be furnished.
15. The quantity shown against each items/work is approximate and may vary as per demand of the Institute at the time of placement of order.
16. The bidder must be able to provide the product/items/works within specified time period as prescribed in the Work Order, failing which the EMD will be forfeited. Furthermore on completion of the stipulated time period, Work Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
17. 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.
18. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
19. All disputes shall be subject to Raipur Jurisdiction only.
20. 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.
21. 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.

- 22.** 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.
- 23.** Award of Contract
The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has bid 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.
- 24.** Normal comprehensive warranty/guarantee and CMC (if applicable) shall be applicable to the supplied goods.
- 25.** Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
- 26.** The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
- 27.** Earnest Money:

Sr.No	Name of Item	Qty.	EMD Amount
1.	Digitization of Medical Records	1	Rs 71,280.00

The declaration of EMD exemption is attached on **Annexure II**. It must be uploaded on the letterhead of the tenderer.

- 28.** 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 procurement (Preference to Make in India) order, 2017:
29. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 30. In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 31. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged. The country of origin may be specified in the Price Schedule.
 32. If there is more than one schedule in the “Schedule of Requirements”, the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
 33. Other terms and condition applicable as per manual for procurement of goods 2017&GFR-2017 etc.

**Stores Officer,
AIIMS, Raipur**

1. Pre-Qualification Criteria:

Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ **Supplier of goods. Letter of Authorization from Manufacturer of the goods** and specific to the tender should be uploaded in the prescribed place.

2. 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 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, Ground 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, for an amount covering **5%** of the contract value.
- c) 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.
- d) Validity of the Performance Security Deposit shall be for a period of 60 days beyond entire warranty.

3. Error, Delays and Deductions:

- a. In case of any delay in supplying the desired output in digitization & archiving and software development, on the part of the vendor, the following deductions shall be applicable:
 - Penalty @ 2.5% per month delay shall be charged.
 - In case of delay beyond 4 months no payment shall be made.
- b. Delay in providing documents to the vendor by the concerned department shall not

be considered in the calculation of delay. In case of non-availability of pages to be scanned, the firm has to inform the nodal officer in writing.

- c. Any variation in mis-match/linking of documents with the desired data while scanning of documents (OR) wrong retrieval of records/ images (OR) non-retrieval of records/images shall be treated as errors and shall be the responsibility of the vendor. In case of such errors,

% of error in pages	Deduction of Amount
Upto 0.5%	Nil
Greater than 0.5% and upto 1%	5%
Greater than 1.0% and upto 2%	10%
Greater than 2.0% and upto 5%	20%
Greater than 5.0%	No payment

- 4. 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.
- 5. 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.
- 6. Risk Purchase & Recovery of sums due:**
- Failure or delay in work/supply of any or all items/works as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'non compliance' or 'breach of contract' and the order in part of full be arranged from alternative source(s) at the discretion of the 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 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.
- 7. 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.
- 8. 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.

- 9. 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.

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

- 11. 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.

- 12. Right to call upon information regarding status of contract:** The AIIMS, Raipur will have the right to call upon information regarding status of contract at any point of time.

13. Terms of payment:

The payment will be made after satisfactory completion of work only on monthly basis. No payment shall be made for the documents not scanned, indexed, merged or uploaded, retrieved up to the satisfaction of MRD. The vendor has to produce a certificate duly signed on this and the Incharge MRD AIIMS, RAIPUR shall certify the quantity and quality of the work. However, no payment shall be made for system study, analysis and designing.

14. Goods and Services Tax:

1. GST rates applicable on your quoted items/work may please be confirmed.
2. Please confirm if there any change (Upward/Reduction) in your Basic Price structure. And you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. "Upon Implementation of GST. Any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Raipur by way of commensurate reduction in the prices"

15. Fall Clause:

1. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any

other State Government/DGS&D/Public Undertaking during the period of the contract.

2. If at any time during the period of contract, the prices of tendered items/works is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the items/work as per quoted rates. This office will not accept any higher rates afterwards.
3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

Any deviation in the material and the specifications from the accepted terms may liable to be rejected and the suppliers need to supply all the goods in the specified form to the satisfaction/ specifications specified in the Purchase order and demonstrate at their own cost.

4. *The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be abinitio rejected without as signing any reason.*

16. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be 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.

17. 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.

18. The Bidder Satisfying/the eligibility criteria and with the highest marks/ rank (i.e. the

total of technical evaluation marks and financial evaluation marks) shall be deemed as the successful Bidder and shall be considered eligible L1 Bidder for further process.

19. Quantity:

This is rate contract: hence quantity shown in the tender documents is tentative. It may varied (Increase/Decrease) as per demand of the institute at the time of placing order.

20. Option Clause:

Under this clause, the purchaser retains the right to place order for an additional quantity up to a 25-30% of the originally contracted quantity at the same rate and term of the contract, during the currency of the contract.

The period of rate contract is for 1 year which will extended for another years with mutual concerns.

L1* = L1 firm will be decided on the basis of total price of item FOR at AIIMS Raipur (Including all taxes & duty)

**Stores Officer,
AIIMS Raipur**

Technical Bid

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

- a) Declaration for EMD (**Annexure II**) on letter head must be uploaded.
- b) Copy of PAN Card **should be uploaded (Bidder)**.
- c) Firm/Company registration certificate should be uploaded (**Bidder**).
- d) The GST registration details may be furnished (**Bidder**).
- e) Income Tax Return of last three years should be uploaded (**Bidder**).
- f) Signed and scanned copy of Work Order (without hidden price) of the same work issued by Institution/Organization after a minimum period of six months of completion.
- g) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where work has been done as per the **Annexure I**.
- h) Performance Certificate should be uploaded (**Bidder**).
- i) Annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded (**Bidder**).
- j) Form A duly filled by the Bidder.
- k) "Declaration by the Bidder "as mentioned in tender document should be uploaded (**Bidder**).
- l) Technical Compliance report with Catalogue with full specifications etc. **should be uploaded.**
- m) Have you previously supplied these items to any government/ reputed private organization/institution? If yes, attach the relevant poof. 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.

PRICE BID

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

Annexure-I

Format of Experience certificate

Sl. No.	Contract No./Work order No	Name of the Purchaser	Description of work	Qty. of Works	Value of Contract
1.	Digitization of Medical Records				

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

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

Annexure- II

It should be uploaded on letter head.
EMD Declaration Form

Date:

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

Ref: TENDER No. _____

Dear Sir,

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

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

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

Yours faithfully,

Place:

(Signature of Bidder with seal)

Name of Bidder:

Seal:

Address:

Form-A**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	
5	Complete Postal Address of the bidder	

APPENDIX-B

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on ___31ST ___ day of the month of _____ 2022_____

Between

ALL INDIA ISTITUTE MEDICAL SCIENE RAIPUR having its office at AIIMS Raipur, Tatibandh, Raipur – 492099, (Hereinafter called which expression unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party.

And

M/s., with office at _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both AIIMS RAIPUR and BIDDER referred above are jointly referred to as the Parties]

AIIMS RAIPUR intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No.

AIIMS RAIPUR desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable AIIMS RAIPUR to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and AIIMS RAIPUR will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of AIIMS RAIPUR

- 1.1 AIIMS RAIPUR undertakes that AIIMS RAIPUR and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third

party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 AIIMS RAIPUR will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of AIIMS RAIPUR regarding this Integrity Pact will report to IEM, any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 AIIMS RAIPUR will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to AIIMS RAIPUR with full and verifiable facts any misconduct on the part of AIIMS RAIPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS RAIPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS RAIPUR. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by AIIMS RAIPUR the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of AIIMS RAIPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS RAIPUR for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS RAIPUR.
 - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
 - 2.4 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by AIIMS RAIPUR.
 - 2.5 The Bidder (s) will promote and observe ethical practices within its Organization and its affiliates.

- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The Bidder (s) will not make any false or misleading allegations against AIIMS RAIPUR or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to AIIMS RAIPUR that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS RAIPUR or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS RAIPUR or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of AIIMS RAIPUR, or alternatively, if any relative of an officer of AIIMS RAIPUR has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS RAIPUR.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the AIIMS RAIPUR as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 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 Principal(s), if any.

- 2.19 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- a. The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- b. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, AIIMS RAIPUR is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders / Contractors / Subcontractors

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 AIIMS RAIPUR will enter into agreements with identical conditions as his one with all Bidders and Contractors.
- 4.3 AIIMS RAIPUR will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle AIIMS RAIPUR to take all or any one of the following action, wherever required:-
- i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate AIIMS RAIPUR by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, AIIMS RAIPUR will be entitled to terminate the contract. AIIMS RAIPUR shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by AIIMS RAIPUR, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from AIIMS RAIPUR in connection with any other

contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.

- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by AIIMS RAIPUR, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to AIIMS RAIPUR resulting from such cancellation/recession and AIIMS RAIPUR shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- viii. To debar the BIDDER from participating in future bidding processes of AIIMS RAIPUR for a minimum period of five (5) years, which may be further extended at the discretion of AIIMS RAIPUR or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by AIIMS RAIPUR with the BIDDER, the same shall not be opened. xi. Forfeiture of performance guarantee in case of a decision by AIIMS RAIPUR to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 AIIMS RAIPUR will be entitled to all or any of the actions mentioned in Para

5.1 (i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of AIIMS RAIPUR to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to AIIMS RAIPUR, if the contract has already been concluded.

Clause.8. Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

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

Clause. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS RAIPUR or its agencies shall be entitled to examine all the documents, including the Books of Accounts of

the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.09. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/ NCR Jurisdiction.

Clause.10. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.11. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both AIIMS RAIPUR and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded. 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 Chairman and Managing Director/ CEO of AIIMS RAIPUR.

Clause.12. Other provisions

12.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

12.2 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

12.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

IN WITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

AIIMS RAIPUR

Bidder

Witness

Witness 1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS RAIPUR in regard to involvement of Indian agents of foreign suppliers.

Declaration by the Bidder:

1. I am authorized signatory of the agency/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 Faculty-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.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To,

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

Dear Sir,

Tender No. : _____.

Equipment Name : _____.

1. 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.
2. 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.
3. 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.
4. 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 DEPOSIT

(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 Deposit in favour of “AIIMS Raipur” in the form of Bank Guarantee for Rs..... [5% (three percent) of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Deposit 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 claim period should be six month beyond from the date of validity.

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:

ANNEXURE-III

Scanning, Digitizing and Archiving of Medical Records

Comprehensive Digitization of Approximately 3 crores Pages \pm 20% pages, with additionally backlog of following years of Outdoor and Indoor Patients Medical Records for the Medical Record Department, AIIMS, Raipur, for three years.

SCOPE OF WORK

TECHNICAL SPECIFICATION FOR SCANNING, DIGITIZATION AND ARCHIVING.

1. Comprehensive digitization of paper medical record and related documents of Medical Record Department, AIIMS, Raipur including disassembling of medical record files, scanning of papers, X-ray films, CT Scans, MRI scans and material, storing of digital scans, digital archiving with meta-data, back up of data, reassembling and punching of paper files and other related tasks. The papers and radiographic films / papers to be scanned will be of different shapes and sizes (like A3, A4, half of A4, B5, legal size, ECG paper, etc. and others) and printed/typed or handwritten on both sides as well. The page size for scanning may vary from legal A3/A4A/A5.
2. The vendor shall scan, digitizing, indexing, and archiving the Medical record using the state-of-the-art equipment at the Medical Record Department of AIIMS, Raipur in the space made available to the Vendor for this purpose. The confidentiality of Medical Records should not be breached at any point of time during this process under the provisions of the IT Act 2000.
3. The Vendor must own scanning/digitizing machine(s) (minimum 100 pages per minute) which they will have to install and operate at different centers of The Medical Records Department of AIIMS, Raipur,
4. The Vendor shall not assign or sublet the work/job 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.
5. In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Raipur and the security deposit shall also stands forfeited.
6. In the event of the Vendor being adjudged insolvent or having a receiver appointed for it by a court or any other order 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 and the security deposit shall also stands forfeited.
7. Force Majeure:
 - a) 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, explosion, 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.

- b) 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, either party may, at least option to terminate the contract.
8. The vendor shall have to arrange his/her own staff. AIIMS would neither bear any expenses nor accept responsibility for the same and there would be no relationship between the AIIMS and the staff of the vendor.
 9. AIIMS reserves the right to deny entry to any staff member of the vendor, if so deemed appropriate by it.
 10. No staff of the Vendor will claim rights of the items of the AIIMS, and will use the items, if provided, safely and return it in original condition.
 11. The Vendor will depute qualified and trained staff for the work and also ensure that staff is aware of the work.
 12. The Vendor will get the undertaking and police verification certificate from his/ her staff deputed for the work at AIIMS, Raipur and submit a copy of the same with the Medical Records Department.
 13. The Vendor will not frequently depute new staffs and in case changes made, the Vendor will take care to give proper training regarding the work before placing.
 14. The vendor will comply with all Acts and /or Rules and Regulations framed by Government of India relating to the work and employees and AIIMS will not be answerable for the terms and conditions of employment of the staff engaged or the work undertaken by the vendor.
 15. The vendor will ensure that the staff engaged is disciplined and maintains full decorum of the hospital. They must be in proper uniform and have valid identity card issued by the vendor during working hours.
 16. The scanning/digitizing of documents shall not be stopped on any ground, whatsoever.
 17. Continuance of the contract and payment of the work done shall be subject to evaluation of satisfactory performance by nodal officers who are nominated/authorized by the AIIMS for regular as well as random checking and further subject to the vendor fulfilling all the terms and conditions of the contract. The contract may be cancelled at any time if the vendor fails to fulfill the terms and conditions of the contract. The decision of the AIIMS authorities, in this regard shall be final and binding. The vendor shall be able to do the scanning/digitization work on all working days (between 9:00 A.M. To 5.00 PM on Monday to Friday and between 9.00 AM To 1.00 PM on Saturday). As and when required by AIIMS, the vendor may also be allowed to work on holidays and odd hours to finish the work for which necessary permission in writing is to be obtained by the successful bidder from the AIIMS. The Vendor may carry on the job daily exception Sunday and Gazette holidays.

18. The vendor will ensure that the space provided by AIIMS is not misused in any manner.
19. AIIMS, in its discretion, reserves the right to reject or accept any or all the tenders partially or completely at any time without assigning any reason thereof.
20. The vendor will submit EMD of value 2-5% of estimated value and maximum 3% of the order value of the tender.
21. The vendor should have its own sufficient infrastructure and qualified professionals for deployment at AIIMS, Raipur for accomplishment of the assigned work.
22. The workflow of scanning cell (where scanning activity by the vendor will be carried out) will be formulated and finalized by AIIMS so as to make it in synchronization with functioning of other concerned sections.
23. AIIMS will provide the files to the authorized representative of the vendor, supervising the Scanning/digitizing work, on daily basis under proper receipt and it will be the responsibility of the vendor to accomplish the task of scanning/digitization after following all the processes, namely Unbundling, Rebinding, Scanning/digitizing, Splitting and Merger, Storing, Retrieval, etc. It will be the responsibility of the vendor to return the file to AIIMS staff under acknowledgment in the same shape and condition in which it was taken i.e. duly stapled in their original condition on daily basis as entered on daily register.
24. The Vendor should keep a Register for daily record of scanning of Medical Records and at the end of the day get signature of the concern centre nodal officer.
25. The documents may be in improper order; vendor shall arrange the entire document as per check list in consultation with Medical Records department representative. Preparing the files for scanning/digitization purpose, i.e. removal of tags, pins, etc. Scanning and digital Storing of Data in Scanned form with one additional back up on hard disk drive in respective centers.
26. Blank pages should not be scanned or should be deleted from the scanned document as the case maybe.
27. Scanning should be in Black and White color with minimum 300dpi.
28. X-ray, CT scan, MRI, etc. attached in the medical record should also be scanned and attached at the end of the PDF file.
29. Handing over the stored scanned data on appropriate electronic media to AIIMS and transferring the stored digitized data on NAS Storage.
30. Scanning of each file will be started only after creating the metadata comprising of 13 fields i.e. UHID/CR No., Name, Father's Name, City, District, State, Age, Gender, Admission/IP No., date of discharge/LAMA/Death, ICD-10 Code, Consultant Name, Mobile No. are to be filled initially and later the vendor staff start scanning. There should be a provision to add any of the field at later stage for indexing.
31. The vendor will ensure that the documents/files handed over to it are kept in proper condition and no document gets soiled/lost/ trimmed/damaged / misplaced, under any circumstances.
32. The vendor shall not be allowed to take away any file/record etc. either in the shape of hard copy or soft copy without the written permission of the competent authority and the scanning/digitizing work has to be carried out in AIIMS premises itself. The vendor has to

- develop the software specific to AIIMS needs, with **digital signature** facilities, which may be used when required.
33. Scanning and storing the data in scanned form of raw data, Quality setting data and with one additional back-up on NAS STORAGE as approved by Govt. of India. The scanning of a particular page of the medical record whether to be done in mono (line art), grayscale or color will be as required and confirmed by the authorized officers of AIIMS.
 34. In case the vendor finds any original document, which is in a very bad condition, it will make its best efforts to take out better print (either by typing on separate sheet of paper or taking out a better photocopy thereof) and then put the said data in the relevant data base. The original papers shall however be retained in the main file.
 35. All Scanned/digitized files will be stamped and duly signed by the vendor indicating that the “FILE IS SCANNED/DIGITIZED AND DULY RECONSTRUCTED” and the vendor will be fully responsible for any loss/damage of any document. The same is to be verified by the user on file.
 36. The output of scanning & digitization will have to be posted to D Space DMS (Document Management System) by the vendor as per the meta- data to be decided by AIIMS from time to time.
 37. Imparting of adequate training to the staff of AIIMS for (1) archival (scanning and storing) (2) retrieval and printing (digital access to doctors for limited period).
 38. Full maintenance and support for the duration by the vendor and **FIVE years** after completion of the work.
 39. The output of scanning/digitization will be verified by authorized officers of AIIMS on the basis of all the technical parameters of this tender.
 40. Search/ tracking & Retrieval of Medical Records should be based on.
Retrieval should be through UHID/CR. No. as under:-
 - a) Indoor: Admission 1, Admission 2, Admission 3 etc. (in Chronological order).
 - b) UHID/CR. No: Outdoor
 - c) Special Clinic: UHID/CR. No as well as Clinic No1, Clinic No 2, Clinic No 3 etc.
 41. The pages to be converted in requisite format will have to be cleaned before scanning.
 42. The scanned images should be in TIFF format at early stage and final copy should be in PDF (ISO 32000-1 (PDF/A-2) file format. The PDF files should be compressed.
 43. The final scanned copy in PDF (ISO 32000-1 (PDF/A-2)) should be legible, with completeness, image quality and the ability to reproduce pages in their correct (original) sequence.
 44. The output should be of acceptable readability, reasonable accuracy, consistent in term of tone and color reproduction and use neutral common rendering for all images.
 45. The scanner should have minimum of 300 dpi (dot per inch).
 46. No cropping is allowed for Raw Image; the entire document has to be scanned for maintaining original size and shape of the document.

47. Many documents tend to be dirty and will leave dirt in the work area and on scanning equipment. Cleanliness of Work Area, Digitization Equipment, and Originals like Scanners, platens, and copy MRD will have to be cleaned on a routine basis to eliminate the introduction of extraneous dirt and dust to the digital images.
48. A file-naming scheme database - should be established prior to capture. The same shall be done in consultation with AIIMS officials in charge of the project.
49. The Portable Document Format's (PDF's) should comply with the following specifications:
 - I. The compressed PDF files created for viewing should also be 50- 80% compressed as compared to standard CCITT G4/JPEG compression (in TIFF/JPEG/PDF file format) for mono/color/grey scale images retaining search ability, good view and print quality.
 - II. Automated Meta data insertion in the PDF files- Metadata available in spread sheet or text file should be inserted into the PDF file in a single step during the creation of the PDF file itself. The metadata inserted inside the PDF should confirm to the XMP specification for storing rich metadata. This will enable any content management system that supports XMP to import this metadata as indexes.
 - III. Apart from above functionalities, vendor should have readily available security provision for below mentioned functionalities. Security features for the required output PDFs should include the following to be applied to PDFs in a single step while creating the PDF files:
 - a. Password protected.
 - b. Certificate protected.
 - c. Policy-protected- it should be possible to apply persistent and dynamic policies that help maintain confidentiality and control use of PDFs even when these PDFs go out of DMS. AIIMS should be able to change usage rights for a PDF, even after the file is distributed to users outside the DMS. AIIMS should be able to create a short-term offline access to PDF by adding an expiration date after which the document can no longer be opened even when it is outside the DMS. This will enable online leasing of these PDF files for research and academic activities.
 - d. These PDF files should be easily searchable on metadata using standard PDF viewer search facility on the local computer.
 - e. Index the stored scanned data with following indexing parameters: - as per scope of work.
50. The database created by the vendor shall be retrievable in Searchable Portable Document Format (PDF) by the user. The PDF of each record file with metadata and indexing parameters will be integrated and submitted into a searchable existing Document Management System (DMS). The vendor will configure and maintain the existing DMS based on the requirements of the Medical Records Sections.
51. Multipage PDF/A-2 (ISO 32000-1) output should be possible to be extracted for a particular document or the whole case from the storage-retrieval software being used by the vendor and integrated with D space DMS already implemented for AIIMS Medical Records.
52. The authorized representatives of the vendor after successfully storing the data on their

own computer shall transfer the same on the computer/server along with the documentation, technical and user manual. However, the vendor shall be fully responsible for the proper archiving, storing and retrieval of the scanned/digitized data for the duration of the tender. Vendor WILL INSTALL SAN STORAGE for archival and retrieval of digitized data, including back up required for this purpose. The vendor will install, configure, supply and maintain/upgrade existing DMS on the server based on the requirements of AIIMS .The software requirements for DMS include (1) Admin can provide password based access to selected records to authorized users (2) Setting date of expiry of access to records for authorized users (3) authorized users will not be able to download any PDF files from DMS (4) authorized users will not be able to print any PDF files from DMS (5) Multiple authorized users can be created (6) DMS should support Browser / application based client access over AIIMS LAN in designated areas(7) Other requirements that may be put forth in future by AIIMS. The document management system software should integrate with the D Space DMS already implemented at AIIMS.

53. The vendor should upgrade the existing software (if required) for scanning/digitizing and document management or any other similar program shall provide its license to AIIMS. The software module should have multiple accesses with security features, with facility for updating information etc.
54. AIIMS will have copyright on the upgraded product, format, concept layout and design. AIIMS will have exclusive rights to use it anywhere, in any manner.
55. The staff of the AIIMS will do random checking of the work being done by the vendor and in the event of the vendor not executing or completing the minimum agreed volume of work, the AIIMS may impose suitable penalty (as per Penalty clause- Annexure -III) per unfinished page in addition to the recovery of other losses and damages that may suffer, besides terminating the contract and getting the work executed at the cost and responsibility of the vendor. The vendor shall add/replace poor quality scanned images/documents on its own, for which vendor shall not be entitled to get any extra payment.
56. The bidder should give an undertaking in the quotation that they will, if required, be responsible for Cumulative Maintenance of the software. The rates for CMCs of Data Management Software for a period of five years beyond the warrantee period may also be submitted.
57. Check each document/case sheet before its scanning and digitizing, each document of file and the data is to be stored by way of images in Portable Document Format PDF (ISO 32000-1 (PDF/A-2)) with adequate resolutions. The images so stored in the database be properly indexed as per the requirement of AIIMS and should be capable of deleting / adding more, images, at later stage of need be, in an old stored file. The data so stored shall be in a non-editable form.
58. Metadata stores information related to the scanned images. Accurate metadata should be captured for all scanned images, as that becomes the base for all future search and transactions. Metadata entry is done by adding appropriate tags to each scanned document as per the parameters defined by the client.

59. **Metadata Quality Check**

Quality check after metadata entry is very important. Before submitting the data to the department, vendor should re-check the documents for the following:

- i) Whether all required metadata fields have been captured.
- ii) Whether the metadata captured is correctly linked to the PDF file.
- iii) Should be compliance with HL7.

The vendor shall generate a report identifying mismatch between the number of documents submitted for scanning and number of documents scanned.

60. In the event of termination of Contract, AIIMS shall be entitled to forthwith forfeit the amount of performance guarantee either full or in part apart from taking such legal remedies as are available in law. The vendor shall thereupon hand over the Judicial and other records, which are in its possession. The vendor shall not be entitled to remove the digitized data, which will be the property of AIIMS. Interested vendor may send their details in sealed covers subscribing on the top of outer cover as "TECHNICAL INTEREST" Addressed to the Director, AIIMS, Raipur, so as to reach on or before _____. The Technical Interest will be opened in the Office of _____, AIIMS, Raipur in the presence of vendor or their representatives, who wish to remain present, at _____ on _____. AIIMS.
61. Payment for scanning/digitization work done under the contract shall be made on monthly basis (AFTER UPLOADING FINAL RECORD AND METADATA ON SERVER), subject to statutory and other deductions and penalties (As per annexure- III), if any, levied and damages, if any recoverable under the contract provided that the work has been done as per agreed terms and to the satisfaction of AIIMS. The successful bidder will be responsible for liabilities of all kind including local and other taxes.

Special terms and conditions related to contract:

1. Presentation containing the Methodology for scanning & digitization of medical records with X ray, CT scan, MRI etc. If any can be shown, please show.
2. DMS demo in line with the DMS already given to any other hospital.
3. CMMI level 3 certification is mandatory for providing DMS software.
4. An ISO 9001:2015 & ISO 27001:2013 for data security purpose is mandatory.
5. Any other proof for showing current working in the hospital for similar work like videos, photos etc.
6. References details with complete contact details in similar work in hospital.
7. CMMI-DEV V1.3 certification mandatory for providing quality software
8. Software source code
9. Data transfer old software to new software and interfacing/merging

Section V

Technical Bid Evaluation Criteria

The final tender evaluation shall be done on weightage with 70% for Technical Evaluation and 30% for financial evaluation. Only bidders who meet the pre-qualification criteria shall be eligible for technical and financial evaluation

Technical Proposals shall be evaluated on the basis of their responsiveness to the tender terms. Applying the evaluation criteria and point system specified. During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, specified below:-

S.No.	Criteria				
1	Avg. Turnover for Last three financial Year INR ending on 31.03.2024 (Maximum Mark 20)	50 Lakhs to 1Cr. (5Marks)	Above 1Cr. to 1.5 Cr. (10 Marks)	Above 1.5 Cr. To 2Cr. (15 Marks)	Above 2 Cr. 15 Marks + (1 mark for each 10 Lakh- maximum 5Marks)
2	Performance Certificate of Scanning work in last 3 Year ending on 31.07.2024 from 01.04.2021 (Maximum Mark 20)	Up to 50 Lakh (5 Marks)	Above 50 Lakh to 1 Crore (10 Marks)	Above 1 to 1.5 Crore (15 Marks)	Above 1.5 Cr. 15 Marks + (1 mark for each 10 Lakh- maximum 5Marks)
3	No. of Total Contract in Govt. Hospitals (Maximum Mark 20)	1-3 contracts Govt. Hospitals (05 Marks)	4-6 contracts Govt. Hospitals (7.5 Marks)	7-10 contracts Govt. Hospitals (15 Marks)	more than 10 contracts Govt. Hospitals 15 Marks + (1 mark for every single contract- maximum 5Marks)
4	Experience of Scanning, Digitizing and Archiving of Medical Records work in Hospitals of Minimum 500 bedded	Up to 3 Hospitals (5 Marks)	Above 3 up to 5 Hospitals (10 Marks)	Above 5 up to 8 Hospitals (15 Marks)	Above 8 Hospitals 15 Marks + (1 mark for every Hospitals maximum

	capacity (Maximum Mark 20)				5Marks)
5	Total No. of manpower on - Roll (PF/ESIC Return Required for the preceding month of tender opening date.) (Maximum Mark 20)	25-50 (5 Marks)	50-75 (10 Marks)	75-100 (15 Marks)	More than 100 15 Marks + (1 for Every Additional 10 manpower-maximum 5Marks)
Grand Total Marks (Maximum 100)					

Note :-In case the institute finds the rates quoted by the firm as excessively low for execution, detailed execution plan would have to be explained by the firm to decide whether the rates quoted are actually workable.

The Institute has the discretion to disqualify such firm which have quoted excessively low price for the advantage of securing the bid. Such firm shall also be debarred from further participating for AIIMS Tender.

*Technical criteria and weightage matrix for evaluation (Total: 100 marks)

*Minimum score for the technical bid shall be 60 marks for qualification.

The weight age for technical and financial bid should be 70:30 while arriving at the final grading on the basis of technically being qualified (60% score) and financially lowest bidder awarded 100% marks and other bidder will be evaluated in proportionally manner.

Illustration 1 (for Technical Weightage)

If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation, the technical evaluation value shall be: 56 i.e. $\{80 \times 70\%$

Financial/ Price Bid evaluation Criteria:

The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage. The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. $30\% \times 100$).

Illustration 2

If the Bidder at Illustration 1 is L1 and quoted Rs.100/-, then his total score shall be **86** i.e. (56 Technical Score + 30 Financial Score)

The financial scores of the other bidders (i.e. L2, L3... and so on) shall be computed as under and as explained at illustration 3 below:

$30 \times \text{Lowest Price (L1 Price)} / \text{Quoted Price (L2 OR L3.)}$

Illustration 3

If the Bidder at Illustration 1 is L2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L2 shall be computed as under

$30 \times 100 (\text{lowest prices L1}) / 125 (\text{quoted prices}) = 24 (\text{financial score})$

Therefore L2 Bidder shall have total score of **80** (56 Technical Score + 24 Financial Score)

FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

The Bidder Satisfying/the eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L1 Bidder for further process.

Instructions for Online Bid Submission:

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 dataentered 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 (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 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.