



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

खंडन

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोलीदाताओं/फर्म / एजेंसी इत्यादी से प्रस्ताव नहीं बल्की प्रस्ताव प्राप्त करने का निमंत्रण है। संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोलीदाताओं/फर्म/ एजेंसी इत्यादी के साथ एम्स रायपुर के विविध 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- 2577279, 0771-2971307

Website:

www.aiimsraipur.edu.in/www.eprocure.gov.in

nEmail: store@aiimsraipur.edu.in



6th Call
Notice Inviting Tender for "ESR Analyzer (Free of Cost)" on Reagent Rental Basis on 3
years Rate Contract Basis at Department of Pathology & Lab Medicine

At
All India Institute of Medical Sciences, Raipur

CRITICAL DATE SHEET

Published Date	28.08.2024 at 06:00 PM
Bid Document Download / Sale Start Date	28.08.2024 at 06:00 PM
Pre bid meeting	04.09.2024 at 15:30 PM
Bid Submission Start Date	10.09.2024 at 10:00 AM
Bid Submission End Date	19.09.2024 at 15:00 PM
Bid Opening Date	20.09.2024 at 15:30 PM

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, छत्तीसगढ़
All India Institute of Medical Sciences, Raipur (Chhattisgarh)
Tatibandh, GE Road, Raipur-492 099 (CG)
Website : www.aiimsraipur.edu.in
Tele: 0771- 2577279, e-mail: store@aiimsraipur.edu.in

Subject: Tender for Supply of "ESR Analyzer (Free of Cost)" on Reagent Rental Basis on 3 years rate contract basis at Department of Pathology & Lab Medicine at All India Institute of Medical Sciences, Raipur.

1. Online Tender in Two bids (Technical and Financial) is invited on behalf of Director, All India Institute of Medical Sciences, Raipur for Supply of ESR Analyzer (Reagent Rental Basis for three years) for Department of Pathology & Lab Medicine. 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) eprocurement website <https://eprocure.gov.in/eprocure/app> **shall not tamper/modify the tender form including downloaded price bid template in any manner.** In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected 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. **Manufacture/OEM/Dealer/Distributor must provide evidence of having supplied same item on reagent rental basis in government hospital/organization or reputed private hospital/ organizations in India.**

12. **Manufacture/OEM** should be registered and should have average annual turnover at least **15 lakhs** 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 quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
15. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the PSD will be forfeited. Furthermore on completion of the stipulated time period, Purchase Order will be cancelled and award will be given to another qualified bidder with the negotiated terms & conditions as per Institutes norms.
16. 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.
17. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
18. All disputes shall be subject to Raipur Jurisdiction only.
19. **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.**
20. 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.
21. 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.
22. **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.
23. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
24. Conditional bid will be treated as unresponsive and it may be rejected.
25. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
26. **A brochure displaying clearly the product is to be attached with the tender (if required).**
27. **Earnest Money:**

S.No.	Name of the items	Qty.	EMD in ₹
1.	Supply of ESR Analyzer on Reagent Rental Basis	01 Nos	₹ 43,000.00 (Rs. Forty Three Thousand Only)

Earnest money of as mentioned above by means of a Bank Demand Draft/ FDR is required to be submitted. A scanned copy of the same must be uploaded with the bid documents. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FD/BG may be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The original EMD instrument must reach the office of the Stores Officer Gate no. 5, Medical College Building, AIIMS Raipur before opening of tender.

- i) No request for transfer of any previous 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. Tenderer will not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tenderer fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- ii) Tenders without Earnest Money will be summarily rejected.
- iii) No claim shall lie against AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- iv) If MSME firm is registered under National Small Industries Corporation (NSIC) for above tendered item, then the firm will be exempted form submission of EMD amount. Firm must upload scanned copy certificate for claiming exemption failing which the claim will not be entertained.
- v) The earnest money will be returned/refunded to the unsuccessful bidders after the tender is decided.
- vi) 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.
28. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Raipur through **e-mail: store@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
29. The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

30. Selection Criteria:

- a) The tender shall quote the cost of all the tests included in our NIT. The cost per test should include all the charges of chemicals, reagents, controls, calibrators, cleaning solutions other consumables, maintenance, service & repair along with equipment, if any. No further cost will be paid for maintenance, service and repair in future.
 - b) L1 will be decided on individual test basis.
 - c) If at any stage it is found that bidders have included any hidden costs such bid/contract shall be liable to outright rejection.
1. **Supply of reagents:** The reagents would be invoiced directly from the firm installing the equipment against confirmed order and the payment for the same would be made by AIIMS, Raipur within 30 days.
The rates of reagents will be fixed for a period of three years; any other parts / consumable / controls other than reagents will be borne by the successful tenderer. Regular supply of the required consumables in advance will be responsibility of supplier; no extra payment will be made for this.
 2. Analyser must work without break. In the event of break down cost of investigation got done from outside will borne by the supplier and must be done at NABL accredited lab within Raipur.
 3. Contract may terminate at any time without any prior notice if service of tenderer is not found satisfactory.
 4. The Equipment shall be a newly manufactured one and not a refurbished item. Certificate from the manufacturer should be enclosed depicting that the equipment supplied is newly manufactured.
 5. The period of Contract between the successful bidder and the Institute shall be fixed for 03 years and successful tenderer shall maintain the equipment for the period of Contract; any cost of maintenance including the spares shall be borne by the successful tenderer.
- **Maintenance:** The Bidder will maintain the ESR Analyzer for a period of three years; any cost of maintenance within the stipulated time will be borne by the successful Bidder. It must also include a scheduled quarterly Planned Preventive Maintenance program, and the corrective maintenance as needed, and in addition, an annual quality assurance session performed by Service Engineers properly trained at the factory. During the comprehensive warranty period, the guaranteed uptime of 95% of 365 days (working hours of 24 hours per day) will be ensured. If the Breakdown period exceeds, the successful tenderer has to bear the loss incurred to the AIIMS, Raipur.
31. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to AIIMS, Raipur.
 32. Firm should avail technical support staff within 24 hrs upon receipt of breakdown, to take action regarding repair or replace of defective equipment/parts. The cost of repair/replacement shall be borne by the suppliers.
 33. **Purchase Preference to Local Suppliers**

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 15th June 2017 and F.No. Z.28018/67/2017-EPW dated 12th June 2018 purchase

preference shall be given to local suppliers in all procurements undertaken in the manner specified hereunder and the procurement shall be made as per terms and conditions contained in the said order.

- 1. Minimum local content:** The minimum local content shall ordinarily be 35% as per Government of India Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 and F.No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.

- 2. Margin of Purchase Preference:** The margin of purchase preference shall be 20%. The Local supplier whose quoted price falls in the margin of purchase preference desirous of claiming benefit of the Order No. P-45021/2/2017-B.E.-II dated 15/06/2017 shall submit an undertaking within 7 days of opening of financial bid, that he would be ready to supply the product at L1 price. In case of non-receipt of the same, he would not be given purchase preference.

- 3.** The bidders are required to submit the following annexure in compliance of public procurement (Preference to Make in India) order, 2017:
 - i) Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).
- 34.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.
- 35.** **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.**

**Stores Officer,
AIIMS, Raipur (C.G.)**

Other Terms & Conditions

1. **Performance Security Deposit:**

- a. The successful bidder shall have to submit a Performance Security Deposit (PSD) within 21 days from the date of issue of Letter of Award (LOA). Extension of time for submission of PSD beyond 21 days and up to 45 days from the date of issue of LOA may be given by the competent authority to sign the contract agreement however a penal interest of 15% per annum shall be charged for the delay beyond 21 days. i.e. 22nd day after the date of issue of LOA. In case the contractor fails to submit the requisite PSD even after 45 days from the date of issue of LOA the contract shall be terminated duly forfeiting the EMD and other dues, if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. The Performance security shall be denominated in Indian Rupees.
- b. Successful supplier/firm should submit Performance Security Deposit in favour of "AIIMS, Raipur" to be received in the Store Office, 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 **3%** 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 Contract Period.

2) **Delivery:** The successful bidder should strictly adhere to delivered all the goods shall be delivered and installed 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. 4.

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 and non visit of technical support staff after contracting, 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.**

Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

Breakdown/interruption of services - A penalty equivalent to triple the amount of cost of the tests not performed due to malfunctioning or non availability of instrument will be levied in such scenario of any delay/failure in testing from outside labs, in case of breakdown of the equipment. If breakdown period exceeds, the firm has to bear the loss incurred to AIIMS Raipur.

Items nearing expiry / Expired: The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced

by the tenderer at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of AIIMS Raipur.

- 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) **Incidental Services:**

The supplier shall be required to perform the following services:-

- a) Installation & Commissioning, Supervision and Demonstration of the goods.
- b) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c) On Site Training to Doctors/ Technicians/ Staff is to be provided by Supplier for operation and maintenance of the equipment for a period of 30 working days after successful installation of the machine, as per direction of user department.
- d) Supplying required number of operation & maintenance manual for the goods.

To provide non-locked open software and standard interface inter-operability conditions for networked equipment's in hospital management information system, wherever applicable.

7) **After Sales Service:**

After sales service centre should be available on 24 (hrs.) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs to ensure an uptime of minimum 95%, wherever applicable, failing which the necessary penalty measures shall be enforced.

- 8) **Demonstration:** - AIIMS Raipur reserves the right to ask the tenderers for arranging demonstration of their equipment for which rates have been quoted, to the concerned committee, if required.

- 9) **Shifting:** The supplier will have to undertake the shifting of the instrument from the location of installation to another location within the premises of AIIMS, Raipur, should the situation arise and whenever any further shifting take place, it will be done by supplier/firm.

10) **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.

- 11) **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.
- 12) **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.
- 13) **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.
- 14) **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.
- 15) **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.
- 16) **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.

17) **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.

18) **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.

19) **Terms of payment:**

The supplier will provide the bill for one quarter. Payment will be made upon certification of submitted invoice by the concerned Department. Supplier must enclose copy of GST deposit relating to previous month payment with the bill of current month. No advance payment will be made to the supplier under any circumstances.

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

- a) Purchase Order number and date.
- b) Brief description of goods including quantity.
- c) Purchaser's name and full address.
- d) Supplier's name and full address.

21) **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.

22) **Fall Clause:**

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

to supply the item as per quoted rates. This office will not accept any higher rates after wards.

3. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt./DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

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 the their own cost.

- 23) **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.

- 24) **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.

- 25) **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.
- b) 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.

- 26) **Contract Period:**

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

- 27) Prices should be quoted as cost per reportable test (CPRT). The price quoted should be firm & final, which is inclusive of the cost of Equipment, Maintenance, Accessories, Repairs/ Services, Reagents, Calibrators ,Consumables, controls if any including and other products required to perform the test for the full contract period.
- 28) The Number of Calibrators for all the CPRT and all other requirements required to perform the test would be as per the norms/ frequency of NABL standards and as required by HOD/Professor Incharge of department, the cost of which will be borne by the successful bidder.
- 29) The Calibration of the Equipment would be as per the norms/ frequency of NABL standards or as required by HOD/Professor Incharge of department would be done by the successful bidder.
- 30) Application support, engineering support, bi-directional interfacing, machine downtime (24 hrs) including wear and tear of parts and preventive maintenance kit or parts according to schedule, training, validation tests, demonstration are to be provided free of cost by the bidder.
- 31) The rates should be quoted as per the BoQ (Format as per Annexure – IV) uploaded on e- procurement portal of GOI, Taxes/GST, if any, should be indicated separately. Rates should be valid up to five years from the date of installation of the instrument. Further, rates may be revised on completion of every three years of service. The Bidder shall not tamper/modify downloaded financial bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected.
- 32) The rate shall be quoted “Cost per Reportable Test (CPRT)”. Cost per reportable test includes all expenses e.g. instrument placement cost, maintenance cost, cost of consumable and spares (essential and others), cost of reagent, wash solution, calibrator, controls repeat test etc. The criteria for selection of L1 shall be based on the quoted CPRT which includes all expenses explained above.
- 33) The bidder should be agreeable to justified review of CPRT with increase in sample volumes for each test. Rates of reagents will be freeze/same for 03 years or whenever RC will expire.
- 34) **The criteria for selection of L1 shall be based on the quoted price per test which includes all expenses explained above. Nothing extra on any account shall be borne by the Institute.**

**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) Scanned Copy of EMD document must be uploaded.
- b) Please **state whether the bidder** is Manufacture/OEM/Distributor/Dealer/Supplier/trader relevant document should be uploaded.
- c) In case of Distributor/Dealer/Supplier must be upload tender specific authorization certificate from OEM/ manufacturer should be uploaded.
- d) In case of Distributor/Dealer/Supplier must be upload Manufacture/OEM's annual turnover & balance sheet of last three year duly certified by CA as mentioned in tender document should be uploaded.
- e) Copy of PAN Card **should be uploaded (Bidder)**.
- f) Firm/Company registration certificate should be uploaded **(Bidder)**.
- g) The GST registration details may be furnished **(Bidder)**.
- h) Income Tax Return of last three years should be uploaded **(Bidder)**.
- i) Signed and scanned copy of User List (List of Govt./Semi Govt./Reputed Pvt. Hospital/Organization) where quoted model of the items has been supplied and installed as per the **Annexure I. (Bidder / OEM/ Manufacturer)**
- j) "Declaration by the Bidder" as mentioned in tender document should be uploaded **(Bidder)**.
- k) Form A with duly filled by bidder should be uploaded.
- l) Please provide full list of consumables.
- m) Format for Price Breakup of ESR Analyser **(Annexure III)**.
- n) *Technical specification compliance report* should be uploaded **(Annexure II)**. If any deviation is there, in reference to the tender specification, with their quoted specification, it should be clearly stated. Otherwise the bid should be treated non responsive & no further intimation can be entertained.
- o) An undertaking may be given that the price list being furnished with the proposal will remain valid for the current rate contract irrespective of validity period.
- p) Undertaking of Integrity pact.
- q) 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.
- (b) Miscellaneous Sheet.

Specifications of ESR Analyzer as mentioned below:

(Required on Reagent basis for ESR Test (Total no. 25,000 /yearapprox.))

1. Should be an automated ESR Analyzer based on Red cell aggregation.
2. The instrument should be able to perform ESR analysis directly from the EDTA vacationers.
3. Minimum through put should be 30 ESR per hour.
4. Analyser should be able to load more than 15 samples in a batch.
5. First result should be available within 20 minutes after loading of CBC EDTA tube in mm/hr.
6. Thermostat facility option should be available.
7. Principle should be based on Westergreen method (sedimentation of red blood cells).
8. It should be US FDA / CE approved.
9. Instrument should be equipped with an internal mixer and printer.
10. There should be provision of on board Quality Control with LJ Graphs of all the QC results.
11. Analyser should be equipped with Internal Barcode reader.
12. Analyser should have option to offer HCT correction.
13. Analyser should have temperature correction facility for reporting accurate results.
14. Analyser should have facility for Internal Quality Control Management.
15. The instrument should have facility to interface LIS.
16. Appropriate Serial Connection Port facility should be available.
17. Analyser should have provision for Data storage of previous records.
18. The instrument should have the facility of optional external bar code reader.
19. OEM should provide original copy of operating and service manuals.
20. OEM should provide Installation, Demonstration and training to be provided at consignee end.
21. There should be availability of technical and application support by OEM or authorized agencies.

** The annual load is approximate. The mentioned number of tests in the table is only for comparative purposes for price bid evaluation. The department reserves the right to carry out and pay for decreased/increased number of tests.*

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, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. 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 :

Annexure I**Format of Experience certificate**

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

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

Note:

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

Annexure-II**Technical compliance statement**

Name of the equipment with make and model	Requirement of the Purchaser <i>(as mentioned in the technical specification of the bid document)</i>	Offer by the Bidder	Deviations <i>(if any)</i>

(To be submitted with financial Bid)**Annexure-III****Format for Price Breakup of ESR Analyser**

S.No	Detail of Item Essential tests	Pack Size	No of tests per pack	Cost per pack	Cost per test	Cost per reportable test (inclusive of all consumables)	% GST	Total cost per reportable test (CPRT) inclusive of taxes
1.	ESR Test							

Details of the Items to be supplied for ESR Analyser with each kit or as and when required:

1.	Reagents (Cleaner/Washer/Diluents)
2.	Calibrator – required at definite intervals
3.	Quality Controls (Physiological and Pathological range control required daily)
4.	Any other accessory/ any other consumables required for maintenance of machine and running above test must be included

(Signature of Authorised Signatory)

With rubber stamp of the firm

Note:

1. The bidder with maximum number of essential category test in cheaper rate will be the first priority in financial bid. Items which are required for smooth functioning of equipment and are not quoted or missed out by firm, shall have to be supplied free of cost for the entire period of installation.
2. Rate per valid reportable test (CPRT) will be considered in finance bid calculation (Last column of the above table).
3. Institute will pay GST as per government rule.
4. Institute does not commit any minimum number of tests per month. Test volume will depend on the requirement, financial resources available and agency performance.

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/warrantee /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 BOND

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

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

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

LETTER OF GUARANTEE

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

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

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

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

Not with standing anything contained herein:

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

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

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

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

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address:

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	

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 data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key.
- 8) Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 10) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 11) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

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 ___ 2024 ___

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.7. 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. 8. 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.9. 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.