



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

**खंडन**

यह निविदा अखिल भारतीय आयुर्विज्ञान संस्थान, रायपुर (छ.ग.) के लिये बोली दाताओं/फर्म/एजेंसी इत्यादी से प्रस्ताव नहीं बल्की प्रस्ताव प्राप्त करने का निमंत्रण है संविदात्मक दायित्व तब तक नहीं होगा जब तक औपचारिक अनुबंध पर हस्ताक्षर नहीं किया जाता और चयनित बोली दाताओं/फर्म/एजेंसी इत्यादी के साथ एम्स रायपुर के विधिवत अधिकृत अधिकारियों के द्वारा निष्पादित किया गया हो।

**DISCLAIMER**

**This tender is not an offer by the All India Institute of Medical Sciences, Raipur, but an invitation to receive an 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 authorized officers of AIIMS, Raipur with the selected bidder/firm/agency.**

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**Tatibandh, G.E. Road, Raipur -492099 (CG),**

**Tele: 0771- 2577327**

**Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in)**

**Email: [storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)**



**Notice Inviting Tender for Annual Rate Contract of  
Supply of Consumables of Detergent, Disinfectant & Lubricant Solution for CSSD  
Department at All India Institute of Medical Sciences, Raipur**

**CRITICAL DATE SHEET**

Published Date	18/12/2024 at 17:00 PM
Bid Document Download / Sale Start Date	18/12/2024 at 17:30 PM
Clarification Start Date	18/12/2024 at 17:30 PM
Clarification End Date	24/12/2024 at 15:00 PM
Pre Bid Meeting	24/12/2024 at 15:30 PM
Bid Submission Start Date	30/12/2024 at 10:00 AM
Bid Submission End Date	15/01/2025 at 15:00 PM
Bid Opening Date	16/01/2025 at 15:30 PM

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**Website: [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)/[www.eprocure.gov.in](http://www.eprocure.gov.in)**

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अखिलभारतीयआयुर्विज्ञानसंस्थान, रायपुर, छत्तीसगढ़  
**All India Institute of Medical Sciences, Raipur (Chhattisgarh)**  
Tatibandh, GE Road, Raipur-492 099 (CG)  
Website : [www.aiimsraipur.edu.in](http://www.aiimsraipur.edu.in)  
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[storesofficer.hp@aiimsraipur.edu.in](mailto:storesofficer.hp@aiimsraipur.edu.in)

**Subject: Notice Inviting Tender for Annual Rate Contract of Supply of Consumables of Detergent, Disinfectant & Lubricant Solution for CSSD Department at All India Institute of Medical Sciences, Raipur.**

1. The Director, AIIMS Raipur invites online bids for two stage two bids (Technical and Financial) system for One year rate contract for supply of various consumable items for Dentistry Department. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS web site [www.aiimsraipur.edu.in](http://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](http://www.aiimsraipur.edu.in)** and Central Public Procurement Portal (CPPP) e-procurement website <https://eprocure.gov.in/eprocure/app> shall **not tamper/modify the tender form including downloaded price bid template in any manner**. In case if the same is found to be tempered/ modified in any manner, tender shall be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Raipur.  
The Technical bid should include the detailed specifications of main item/equipment and its accessories. All items should be numbered as indicated in the Annexure-I (Any deviation should be clearly mentioned and supporting document should be submitted).
6. **Manual bid shall not be accepted in any circumstance.**
7. The complete bidding process in online bidding, Bidder should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
8. **Tenderers are advised to follow the instructions provided in the 'Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.**
9. **Quotations should be valid for 180 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery& other terms.

10. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
11. In the event of withdrawal / revocation of the tender before the date of acceptance the earnest money will be forfeited.
12. The tenderers are advised to submit pre-receipted application for refund of EMD, which will be released as soon as tender is finalized.
13. Director, AIIMS, Raipur reserves the right to cancel the tender at any time without assigning any reason thereof.
14. **Manufacture/OEM/Dealer/Distributor must provide evidence of having supplied similar item in government hospital/organization or reputed private hospital/organizations in India of Rs. 25 Lakhs/- in last three years.**
15. **Manufacture/OEM** should be registered and should have average annual turnover at least **Rs. 2 Crore/-** in the last three financial years. Copies of authenticated balance sheet & Profit & loss A/c/Income Expenditure for the past three financial years should be uploaded. In case of **Dealer/Distributor/Supplier** haven't minimum annual turnover of **Rs. 25 Lakhs/-** should submit 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.
16. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST registration.
17. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.
18. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order, failing which the EMD 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.
19. 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.
20. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.
21. All disputes shall be subject to Raipur Jurisdiction only.
22. **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.**

23. The Tender/Bid will be opened on Stores office hospital 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.
24. 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.
25. **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.
26. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
27. Conditional bid will be treated as unresponsive and it may be rejected.
28. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
29. **A brochure displaying clearly the product is to be attached with the tender (if required).**
30. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Stores Officer -Hospital, AIIMS Raipur through **e-mail: storesofficer.hp@aiimsraipur.edu.in** on or before end date of clarification as per critical date sheet.
31. **Earnest Money:**
- a) Earnest money by means of a Bank Demand Draft/ FDR of **Rs. 1.50 Lakh/-** a scanned copy to be enclosed. It is also clarified that the bids submitted without earnest money will be summarily rejected. The DD/FDR should be prepared in the name of "All India Institute of Medical Sciences, Raipur (AIIMS RAIPUR)". The used instrument must reach to the Stores Office (Hospital), Gate no. 1, Lower Ground Floor, C-block Near Nuclear Medicine OPD, AIIMS, Raipur before opening of tender.

- b) 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 shall 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.
- c) The earnest money will be returned to the tenderers whose tenders are not accepted except that of L-1 bidder.
- d) Tenders without Earnest Money will be summarily rejected.
- e) No claim shall lie against the AIIMS Raipur in respect of erosion in the value or interest on the amount of EMD.
- f) All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. Valid NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- g) The earnest money will be returned to the unsuccessful tenderers after the tender is awarded.
- h) 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.
- 32.** The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.
- 33.** 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.
  - Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper).

- 34.** 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.
- 35.** 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.
- 36.** Other terms and condition applicable as per manual for procurement of goods 2017, GFR-2017 etc.

**Officer In-charge Procurement (DMC),  
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. 22<sup>nd</sup> 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. 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 as prescribed in favour of "AIIMS, Raipur" and to be received in the Stores Office (Hospital), Gate no. 1, C-Block, Near Nuclear Medicine Department, AIIMS Raipur, Tatibandh, Raipur (C.G) Pin-492099 before the date of commencement of supply or 30 days from the date of acceptance of the purchase order, whichever is earlier. The performance guarantee bond to be furnished in the form of Proforma of the tender documents, for an amount covering 3% of the contract value. Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security within 21 days after accepting the Rate Contract and it should be valid for a period of 60 days beyond rate contract period. It may be further extendable for one year if rate contract extended.
- c. The Performance Security Deposit should be established in favor 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 contract period.

2) **Delivery:** The successful bidder should strictly adhere to the following delivery schedule should be effected within **21 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. Purchase order will be placed as required by consignee.

3) Purchase Order will be placed as per requirement of institute.

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

- b) In case the firm fails to supply the items within specified delivery period, the material will be procured from any other competent agency and the difference of cost, if any, will be recovered from Performance Security Deposit or from pending bills of defaulting firm by issuing notice and necessary action for blacklisting the firm also be taken.



- c) Non-execution of supply order - For non-supply of item 10% GD of Billing Amount will be charged as penalty. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Hospital Stores timely.
- 2) **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.
- 3) **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.
- 4) **Risk Purchase & Recovery of sums due:**
- Failure or delay in supply of any or all items as per Requisition / Purchase Order, Specification or Brand prescribed in the tender, shall be treated as 'noncompliance' or 'breach of contract' and the order in part or full be arranged from alternative source(s) at the discretion of the hospital authority and the difference in price has to be recovered from the tenderer as mentioned elsewhere.
  - The amount will be recovered from any of his subsequent / pending bills or performance security deposit.
  - In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.
- 5) **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.
- 6) **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.
- 7) **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.
- 8) **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 judgment 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.
- 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 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.
- 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:**
- a. Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

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

- i) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.
  - ii) Two copies of delivering challan.
- b. The supplier shall not claim any interest on payment under the contract.
- c. Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the supplier rates as notified from time to time.
- d. No payment shall be made for rejected stores. Rejected equipment's must be removed by the supplier within two weeks of the date of issue of rejection advice at their own cost & replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without notice.
- 14) **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.
- 15) **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.
- 16) **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.

- 17) **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.
- 18) **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.
- 19) **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.

20) **Contract Period:**

The Period of the rate Contract is for **One year** from the date of commencement of Contract and same can be extended by the Director, AIIMS Raipur on mutual agreement on same terms and conditions for **one & 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.

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

22) L1 firm will be decided for each item separately.

23) **Sample and Demonstration:**

- a. AIIMS Raipur reserves the right to ask the tenderers for arranging demonstration of their samples for feel & amp; finish for which rates have been quoted, to the concerned committee, if required.
- b. The tenderers have to provide samples of the quoted items at the hospital Store, when asked. Acceptance of the tender will normally be on the basis of minimum quoted rate and quality of the items quoted (as per sample). The tenderers have to abide by the decisions/ directions of competent authority in this regard. On award of contract the approved Tenderer(s) have to supply the goods per the brand and quality of sample provided at the time of Tender inspection and approved by the competent authority. Any deviation in this regard will be treated as non-compliance and may lead to breach of contract. Each sample should have a card affixed to the sample which should bear the following information:
  - Your Name and Address
  - Tender Number
  - Item No. against which sample submitted
  - Any other relevant description deemed fit.

**Officer In-charge Procurement (DMC)**  
**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 DD/FDR for EMD cost 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 OEM/Manufacturer/Distributor/Dealer/Supplier must be upload Bidder'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 II. **(Bidder / OEM/ Manufacturer)**
- j) "Declaration by the Bidder" as mentioned in tender document should be uploaded **(Bidder)**.
- k) 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.
- l) **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.**
- m) Certifications (e.g. ISI, CE, ISO, GMP, USFDA, BIS etc., as per tender specifications).  
Sample submitted when required.
- n) Calculation of Local Content (Enclosure – I)
- o) Self-certification regarding local content (Enclosure – II)

### PRICE BID

- (a) Price bid in the form of BOQ\_XXXX.xls.
- (b) Miscellaneous Sheet.

**ANNEXURE-I**

**Annual Rate Contract of  
Supply of Consumables of Detergent, Disinfectant & Lubricant Solution for CSSD  
Department at All India Institute of Medical Sciences, Raipur**

<b>Sl. No.</b>	<b>Item Description</b>
1	Enzymatic Solution
2	Lubricant Spray
3	Disinfectant Solution
4	Acidic Solution

## **Declaration by the Bidder (Notarized)**

**(On Rs. 100 Non-judicial Stamp paper)**

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.
7. I/We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended periods, will be duly informed to AIIMS RAIPUR within a month (30 days) of such price revision, and the same will be passed on to the Institute.
8. No employee/staff of AIIMS Raipur, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
9. I/We also undertake that directly or through any other person or firm, offer, promise



or give to any of AIIMS Raipur's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

10. I/We hereby offer to supply the items mentioned in Financial Bid at the rates quoted therein. I/We hereby declare to supply the material duly paid with GST, or applicable taxes at any point of time if applicable. I/We also agree to hold this offer open for the period of one year from the date of issuance of Rate Contract, if awarded.

11. I/We undertake that if the rates of any item are lowered due to any reason, I/We will charge the lower rates.

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

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	

**Annexure - II**

**Format of Experience certificate**

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

Place:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

**Note:**

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

**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

**Calculation of Local Content**

Name of Manufacturer	Calculation by Manufacturer (Cost per unit of product)		
	Cost (Domestic Component) a	Total Cost  b	Present of Local Content  $C=(a/b)*100$
I..... II..... III. Total Cost (Including Tax & Duties)			

**Note:**

- i. **Cost Domestic Component:**- Cost of domestic component may be calculated based on one of the followings depending on date available. Each of this calculations should provide consistent result.
  - a. Sum of the cost of all inputs which go into the product (including duties and taxes levied on procurement of inputs expect those for which credit/ set-off can be taken) and which have not been imported directly or through domestic trader or any intermediary.
  - b. Ex-factory price of product minus profit after tax minus sum of imported bill of material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs expect those for which credit set-off can be taken) minus warranty cost.
  - c. Market price minus post-producing freight, insurance and other handling cost minus profit after tax minus warranty cost minus sum of imported bills of material used as inputs in producing the product (including duties and taxes levied on procurement of inputs expect those for which credit/ set-off can be taken) minus sales and marketing expenses.
- ii. **Total Cost:** - Total cost may be calculated based on one of the following on data available. Each of these calculations should provide consistent result.
  - a. Sum of the all cost of the all input which go into the product (including duties and taxes levied on procurement of inputs expect those for which credit/ set-off can be taken).
  - b. Ex-factory price of product minus profit after tax, minus warranty cost.
  - c. Market price minus post-production freight, insurance and other handling cost minus profit after tax, minus warranty cost minus sales and marketing expenses.

**Enclosure-II**

Format for affidavit of Self Certification regarding local content in a Medical device to be provided in Rs. 100/-Stamp Paper.

Date: \_\_\_\_\_

I \_\_\_\_\_ S/o, D/o, W/o \_\_\_\_\_, Resident of

Do hereby solemnly affirm and declare as under:

That I will agree abide by the terms and condition of the policy of Government of India issued vide Notification No.

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant record before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am the responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing of the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II, dated- 15.06.2017 and Guideline issued vide letter no. 31026/36/2016-MD, dated-18.05.2018

I agree to maintain the following information in the company's record for the period of 8 years and shall make this available for verification to any statutory authority:

- i). Name and details of the Manufacture (Registered Office, Manufacturing Unit Location, nature of local entity.
- ii). Date on which certificate is issued.
- iii). Medical devices for which the certificate is produced.
- iv). Procuring entity to whom the certificate is furnished.
- v). Percentage of local content claimed.
- vi). Name and contact details of the unit of the manufacture.
- vii). Sales price of the product.
- viii). Ex-Factory Price of the product.
- ix). Freight, insurance and handling.
- x). Total Bill of the Material.
- xi). List and total cost of value of inputs used for manufacture of the material devise.
- xii). List and total cost of the inputs which are domestically sourced. Value addition certificate from suppliers. If the input is not in-house to be attached.
- xiii). List and cost of inputs which are imported, directly and indirectly.

**For and on behalf of**

**(Name of Firm/entity)**

Authorized signature (To be duly/authorized by the board of Director)

**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 favor of “AIIMS Raipur” in the form of Bank Guarantee for Rs.....[3-5% (three to five 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 up to..... (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 at .....situated at..... (Address of local branch).

Yours truly,

Signature and seal of the Guarantor

Name of the Bank:.....

Complete Postal Address: .....

**Instructions for Online Bid Submission:**

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

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

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of.....2024

**BETWEEN**

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

AIIMS, ..... (Hereinafter referred as the

(Address of Division)

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

**AND**

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

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

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

**Preamble**

WHEREAS the Principal/Owner has floated the Tender No. AIIMS/R/HS/CSSD/2024/RC/1 (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for **Supply of Consumables of Detergent, Disinfectant & Lubricant Solution for CSSD Department at AIIMS Raipur**. Here in after referred to as the "**Contract**".

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

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

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

**Article 1: Commitment of the Principal/Owner**

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c. The Principal / Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

1. It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government/ Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
2. The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b. The Bidder(s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - c. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the names and addresses of
  - d. agents / representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
  - e. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose (with each tender as per Performa enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
3. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
4. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in Fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake / forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
5. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property to influence their participation in the tendering process).

**Article 3: Consequences of Breach**

1. Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in

case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder / Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

2. If the Bidder (s) / Contractor(s), either before award or during execution Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/ Contractor(s) from the Tender process or terminate / determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/ Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
3. Forfeiture of EMD/Performance Guarantee/Security Deposit : If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
4. **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or under any law or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

**Article 4: Previous Transgression**

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

**Article5:Equal Treatment of all Bidders/Contractors/Subcontractors:**

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

**Article 6- Duration of the Pact**

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

**Article 7- Other Provisions**

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

**Article 8- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or relevant law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender / Contract documents with regard to any of the provisions covered under this Integrity Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

**WITNESSES:**

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

Place: -

Date: -