अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर
ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR
Address: Plot No. 2, Sector-20, MIHAN, Nagpur– 441124
Email: - hospitalstore@aiimsnagpur.edu.in

Notice Inviting Tender

For

"Rate Contract for Supply of Accessories compatible with Bellavista Ventilators

for

Various Department"

at

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

Published Date	16/11/2026 at 05:00 PM
Bid Document Download Start Date	16/11/2026 at 05:05 PM
Bid Submission Start Dates	17/11/2026 at 09:00 AM
Bid Submission End Date	07/12/2026 at 03:00 PM
Bid Opening Date	08/12/2026 at 03:00 PM

SCHEDULE OF REQUIREMENT

Sl. No.	Items Details and Technical Specifications
1	(Technical Specification as per Annexure-I)

Note:

1. Online bids are invited on single stage two systems for "**Rate Contract for Supply of accessories compatible with Bellavista Ventilators for various departments at AIIMS Nagpur**". Manual bids shall not be accepted.

2. Tender document may be downloaded from AIIMS web site www.aiimsnagpur.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.aiimsnagpur.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 tenderer is liable to be banned from doing business with AIIMS Nagpur.

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. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.

10. EMD / Bid Security-

Earnest Money Deposit (i.e. **₹ 4,00,000/-**) to be deposited in the form of **Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee).** Scanned copy to be enclosed with technical bid. It is also clarified that the bids submitted without earnest money will be summarily rejected. The Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) may be prepared in the name of "The Director, AIIMS, Nagpur". The EMD (Original Insurance Surety Bonds/Demand Draft/ FDR/Banker's Cheque or BG (including e-Bank Guarantee) or any exemption certificate) must reach at Store Office (Hospital Store), First Floor, IPD, AIIMS, Plot No. 2, Sector- 20, MIHAN, Nagpur prior to opening of tender as per the critical date mentioned in the tender document.

-No request for transfer of any pervious deposit of earnest money or security deposit or payment of any pending bill held by the AIIMS Nagpur 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 fails to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited

- Tenders without Earnest Money will be summarily rejected.
- No claim shall lie against the AIIMS Nagpur in respect of erosion in the value or interest on the amount of EMD.

- If MSME firm (only Micro and Small Enterprises) is registered for above tendered item, then the firm will be exempted for submission of EMD amount. Firm must upload scanned copy of following documents in support of exemption.

a) District Industries Centers (DIC)
b) Khadi and Village Industries Commission (KVIC)
c) Khadi and Village Industries Board
d) Coir Board
e) National Small Industries Corporation (NSIC)
f) Directorate of Handicraft and Handloom
g) Any other body specified by Ministry of MSME (MoMSME)
h) Udyog Aadhaar Acknowledgment/Udyog Aadhaar Memorandum/Udyam issued by MoMSME.
i) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.

- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.

- EMD should remain valid for a period of 180 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.

11. Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **₹ 80 Lakh** of Supply of **similar consumables** of Tender value in the last three years together (i.e. FY 2024, 2025 & 2026) and the copy of the same should be **uploaded without hiding price**.

12. The firm should be registered and should have the average annual turnover at least **₹ 80 Lakh** of the bidder in the last three financial years (i.e. F.Y. 22-23, 23-24 & 24-25) duly certified by CA with UDIN Number. Copies of authenticated balance sheet for the past three financial years (i.e. F.Y. 22-23, 23-24 & 24-25) should be uploaded.

13. Relaxation in Prior Turnover and Experience: The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up & Micro and Small enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

14. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST Registration Certificate.

15. Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier as per format given in **Form B.** Authorization from manufacturer to be uploaded, if Distributor /Dealer / Trader/Supplier in proper format given in NIT.

16. The quantity shown against each item is approximate and may vary as per demand of the Institute at the time of placement of order.

17. The bidder must be able to provide the product/items within specified time period as prescribed in the Purchase Order. 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.

18. In the event of any dispute or difference(s) between the vendee (AIIMS Nagpur) 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/Nagpur 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.

19. The place of arbitration and the language to be used in arbitral proceedings shall be decided by the arbitrator.

20. All disputes shall be subject to Nagpur Jurisdiction only.

21. AIIMS Nagpur 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.

22. The Tender/Bid will be opened on Store office at AIIMS Nagpur 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/consumable.

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.

23. 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.

24. Award of Contract

i) 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. However, Purchase reserves the right to finalize Rate Contract with more than one vendor for same type / category of consumables, if found reasonable.

ii) 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.

iii) 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.

iv) Samples of the quoted items will be called from the vendors before finalization of the rate contract.

v) **L1 will be decided item wise.**

25. Period of Rate Contract

Period of Rate contract will be initially for 1 year and it can be extended for further 1 year based on mutual consent of both parties and performance review.

26. Purchase Preference to Local Suppliers

In pursuance of Government of India Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time) 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.

(i) Minimum local content: The minimum local content shall as per Government of India Order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time) and F. No. Z.28018/67/2017-EPW dated 12/06/2018, till the Nodal Ministry prescribes a higher or lower percentage.

(ii) 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 16th September 2020 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.

(iii) The bidders are required to submit the following annexure in compliance of public procumbent (Preference to Make in India) order, 2017: Affidavit of self-certification regarding local content (to be provided on Rs. 100/- stamp paper as per **Form - D.**

(iv) (All other terms & conditions will be as per the Department of Industrial Policy and Promotion (DIPP) order No. P-45021/2/2017-B.E.-II dated 16th September 2020 (as amended from time to time).

27. Abnormal Bid:

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. AIIMS, Nagpur will seek written clarification from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and ant other requirement of the Tender Document. If, after evaluation the price analyses, procuring entity determines that substantively failed to demonstrate its capability to Tender Document Procuring Organization deliver the contract at the offered price, the AIIMS shall reject the bid/ proposal, and evaluation shall proceed with the next ranked bidder.

28. Land Border Sharing – as per Certificate regarding compliance Rule-144 (xi) , any bidder from such countries sharing a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is

registered with the Competent Authority. Bidders to submit self-declaration on their letter head as per **Form D**

29. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.

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

31. A brochure displaying clearly the product is to be attached with the tender if required.

32. Samples for quoted items may be required during technical bid evaluation for QC check. All bidders are requested to submit sample during technical bid evaluation, if required by user. Bid will be rejected due to non submission of samples if required.

33. In case the supplier requires any elucidation regarding the tender documents, they are requested to contact to the Store Officer, AIIMS Nagpur through e-mail: hospitalstore@aiimsnagpur.edu.in on or before end date of clarification as per critical date sheet.

34. Other terms and condition applicable as per manual for Procurement of Goods and GFR etc.

Administrative Officer
AIIMS, Nagpur.

Signature and Stamp of Bidder

Annexure-1

Technical Specification

Sr. No	Details of Item
1	Hepa Filter
2	Bacterial Filter
3	Service Set & Filter
4	Battery Set
5	Breathing Circuit- Neonatal/Adult/Peadiatric
6	Flow Sensor- Neonatal/Adult/Peadiatric
7	Guide Wire
8	Heated wire
9	Heated wire Adaptor
10	Temperature Probe
11	Humidifier Chamber
12	Integrated Exhalation Valve
13	Membrane for Integrated Vale
14	O Ring for Integrated Exhalation Vale
15	Control Tube for Integrated Exhalation Vale
16	Water Trap
17	O2 Hose Pipe
18	Oxygen Sensor
19	Patient air filter cover
20	cooling fan cover

- Maintenance kit and filter-
This set contains:
12 inlet filter blower (Foam filters)- Replace Monthly
12 inlet filter cooling fan (Foam filters)-Replace Monthly
2 sinter bronze filter (Metallic filter)- Replace bi-annually or earlier if environment is tough

- Internal Battery: Lithium ion battery, 14.4 V/6450 mAh

- Flow Sensor (Adult & Paed)-i Flow 200S (Single Patient Use)
Dead space 10.3 mL
Range 0...±180 L/min
Device connection 22M/15F
Patient connection 15M

- Flow Sensor (Neonatal)-i Flow 40S (Single Patient Use)
Dead space 1.3 mL
Range 0...± 40 L/min
Device connection 15M
Patient connection 15F

- Integrated Exhalation Valve:
Reusable, Autoclavable
Material-PSU (Polysulfone)

- Diaphragm- Material-Silicon Reusable, Autoclavable,
O-Ring- Material-High grade Silicon Rubber, Reusable, Autoclavable,
Water trap- PSU (Polysulfone, yellow),

- Oxygen Sensor- Long life,
Galvanic Cell
Lead free, RoHS compliant, long-life expectancy. (Approx life-2 years)

- **Patient Air filter Cover** - Metal, with Magnetic and lock mechanism and holding Foam filter.

- Fan Cover- Material Plastic, Lock/Unlock mechanism and holding Foam filter.

Other Terms & Conditions:

1. Pre–Qualification Criteria:

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

ii. An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded.

2. Performance Security Deposit:

The successful contractor will be required to furnish an amount equivalent to 5% of total contract value as a performance security Deposit in the **form of Insurance Surety Bonds, Account payee Demand draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee)** from a commercial Bank or online payment in an acceptable form safeguarding the purchaser's interest in all respects duly pledged **in the name of the "The Director, AIIMS Nagpur" payable at Nagpur within 21 days from the award of contract.** In case of performance security deposit is submitted in the form Bank Guarantee the same need to be essentially linked to SFMS by issuing bank for verification. Extension of time for submission of PG beyond 21 days and up to 45 days from the date of Rate Contract 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 Rate Contract**. In case of the contractor fails to submit the requisite PG even after 60 days from the date of issue of Rate Contract the contract shall be terminated. The failed contractor shall be debarred from participating in re-tender (if any) for that item.

Security Deposit shall be kept valid for a period of 60 days beyond the period of Rate contract i.e. minimum 14 months validity is required. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observation of any condition of contract or for unsatisfactory performance or non – observation of any condition of the contract. In case m the successful bidder shows inability at any stage, after the contract is finalized and awarded for whatsoever reason(s), to honor the contract, the EMD/Performance Security deposited would be forfeited. Performance Security will be discharged after 60 days from the completion of contractor's performance obligation under the contract

3. Delivery/Supply: The supply should be completed within 30 days or period as mentioned in the supply order and this clause should be strictly adhering 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. Unloading of material will be arranged by supplier.

Purchase order will be placed as required by institute.

4. Penalty: If the suppliers fails to deliver and place any or all the Equipment/item or perform the service by the specified date as mention in purchase order, penalty at the rate of 0.5% per week of delayed value of goods subject to the maximum of 10% of delayed goods value will be deducted, afterwards another penalty may be imposed.

5. Right of Acceptance: AIIMS, Nagpur 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, Nagpur also reserves the rights to accept all the item/consumable/equipment/instruments in the given tender or only part of it in any given schedule without assigning any reason. Sample to be submitted with bids as and when required.

6. Validity of the bids: The bids shall be valid for a period of **90 days** from the date of opening of the tender. This has to be so specified by the tenderer in the commercial bid which may be extended, if required.

7. Risk Purchase & Recovery of sums due to:

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 'non-compliance' 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 security Deposit.

In case the sum of the above is insufficient to cover the full amount recoverable, the contractor shall pay to the purchaser, on demand the remaining balance due.

8. Communication of Acceptance: AIIMS, Nagpur 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.

9. 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, Nagpur shall have the power to terminate the contract without any prior notice.

10. 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, Nagpur party may, at least option to terminate the contract.

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

Billing Agency: Name and address of the billing agency will be informed by the OEM/Manufacturer after award of the Rate Contract. (If required) with the following details of billing agency:-

i) PAN Card
ii) GST Registration Certificate
iii) Non –conviction certification/ No pending conviction certificate attested/ issued by Notary.
iv) A notarized affidavit regarding no relation of billing agency with the persons authorized to evaluate TEC/PEC or involved in finalizing the tender on stamp paper of Rs. 100/-.

Information required on challan & bills:

1) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS NAGPUR main gate. The endorsement must clearly mention time and date of entry of the material. The challan must always bear the following information:

i) Name of the item as, it is mentioned in Rate Contract/ Supply order.
ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
iii) Size of the item
iv) Supply order no. and Date
v) Date of Manufacturing
vi) Date of expiry
vii) Batch Number
viii) Quantity of each item (in unit)
ix) Maximum Retail Price (MRP)

2) **Pre-receipted bill** (Tax Invoices) must always bear the following information:

i) Name of the item as, it is mentioned in Rate Contract/ Supply order.
ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any)
iii) Size of the item
iv) Supply order no. and Date
v) Date of Manufacturing
vi) Date of expiry
vii) Batch Number
viii) Quantity of each item (in unit)
ix) Value of each item
x) Total Value of the bill
xi) The amount of GST paid by the supplier
xii) Maximum Retail Price (MRP)

3) **Terms of payment**:

Payment Terms: - 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.

(a) 100% payment of the contract price shall be paid on receipt and acceptance of goods in good condition at the consignee premises and subject to recoveries, if any, either on account of defects/ deficiencies not attended by the supplier or otherwise upon the submission of the following documents:

(b) Four copies of suppliers invoice showing contract number, goods description, quantity, unit price and total amount with revenue stamp.

(c) Two copies of packing list identifying contents of each package.

(d) Billing Agency may collect payment in own Name for supplies made under written authorization form from the manufacturer.

(e) The payment will be done on monthly basis by submitting the concerned month bill by the vendor.

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

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.

No payment shall be made for rejected stores. Rejected item/consumable/equipment 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/disposed of at the risk and responsibility of the suppliers without notice.

12. Price Fall Clause: I/We undertake that he has not offered to supply/supplied / are not supplying same or similar products/systems or sub systems at a price lower than that offered against the NIT No. AIIMS/NAG/CMS/Acce_ Venti /OTE/26-27/19 Date:-16/11/2026 in respect of any Organization /Ministry/ Department of the Govt. of India or its Subsidiaries or other PSU during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/ Ministry/Department of the Govt. of India or its Subsidiaries or other PSU at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

I/We also accept that:

1. I/We have to submit a copy of the last (latest) purchase order for the similar/ordered item(s) received from any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU.

2. I/We will inform the purchaser of offer to supply/supply of the similar/ordered item(s) at a lower rate to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU.

13. Resolution of disputes

1. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Executive Director, AIIMS Nagpur. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs.1,00,000/-)

3. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

14. Legal Jurisdiction:

The agreement shall be deemed to have been concluded in Nagpur and all obligations hereunder shall be deemed to be located at Nagpur and Court within Nagpur will have Jurisdiction to the exclusion of other courts.

Item wise comparison of the quotes will be made and L1 will be determined accordingly. In this context, final

decision of the committee will be binding to all and no claim in this regard can be entertained. The quantity indicated is tentative and may vary, and any decision in this regard by Executive Director AIIMS Nagpur shall be final. (L1 is lowest one).

Administrative Officer
AIIMS Nagpur

1. Technical Bid (Check List)

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

Sl. No	Particulars	Attached (Yes/No)	Page No	Remarks
1	Check list (Technical Bid)			
2	Please mention that the bidder is Manufacture /Distributor /Dealer / Trader/Supplier as per format given in **Form B**. Authorization from manufacturer to be uploaded, if Distributor /Dealer / Trader/Supplier in proper format given in NIT.			
3	Copy of PAN Card & GST should be uploaded			
4	Firm/Company registration certificate should be uploaded			
5	All pages of the NIT documents need to be signed and stamped by the Bidder			
6	Bid Security/EMD amount of **Rs. 4,00,000/-** in the form of DD/FD or UDYAM Registration certificate as per clause 10 of page no. 2&3 of NIT document. Original EMD must be submitted to the address given in NIT.			
7	Tenderer must provide evidence of having supplied government hospital / reputed private hospital organizations in India similar nature of items of at least **₹ 80 Lakh** of Supply of **similar consumables** of Tender value in the last three years together (i.e. 2024, 2025 & 2026) and the copy of the same should be uploaded **without hiding price.**			
8	The firm should be registered and should have the average annual turnover at least **₹ 80 Lakh** of the bidder in the last three financial years (i.e. F.Y. 22-23, 23-24 & 24-25) duly certified by CA with UDIN Number. Copies of authenticated balance sheet for the past three financial years (i.e. F.Y. 22-23, 23-24 & 24-25) should be uploaded.			
9	"Declaration by the Bidder" **(Form A)** should be uploaded as mentioned in tender document.			
10	Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.			
11	Certifications (as per tender)			
12	Details of item quoted in the technical bid in **Form 'C'**			
13	Self-Certification regarding Local Content in consumables to be purchase **Form "D"** *(Percentage of local content needs to be mentioned by the vendor, else bid will be rejected)*			
14	Technical compliance report **Form "E"**			
15	Integrity Pact as per Appendix '**A'** should be uploaded.			

Price Bid

Price Bid Price bid in the form of BOQ_XXXX .xls

Price Bid Format

Sl. No	Name of Item	Basic Rate (In Rs) Unit Price	GST (In Rs)	Total Amount without GST	Total Amount with GST

 Signature and Stamp of Bidder

2. GENERAL CONDITIONS

1. Forms in all Annexure should be filled up properly. Every correction should invariably be attested by tenderer, failing which the tender will be summarily rejected.

2. The tenderer may quote the rates for one or more product of one or more manufacturing company for which authorized.

3. Total rates should be inclusive of all taxes and/or other charges, if any, as per the price bid - BOQ.

4. The rates quoted and accepted will be binding on the tenderer for stipulated period.

5. The details of the required items are shown in the list (Annexure-1). The rates quoted should not vary with the quantum of the order or the destination.

6. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.

7. The rates quoted and accepted will be binding on the bidder for full contract period of one year from the date of signing of agreement and extendable up to 3 years by mutual consent with bidder, any increase in price will not be entertained till the completion of contract. Accordingly, this clause will be applicable for all orders placed during the currency of contract.

3. ACCEPTANCE OF TENDER

1. The tender inviting authority, AIIMS NAGPUR reserves the right to accept or reject any tender for any one or more of the items tendered for without assigning any reason. If L1 rate matches to equal to more than one bidder than competent authority AIIMS Nagpur to issue P.O. order as recommended by the committee.

2. No tenderer will be allowed to withdraw their bid after opening of technical Bid.

4. SUPPLY CONDITIONS AND DELIVERY PERIOD

1. Purchase orders along with the delivery destinations will be placed on the successful bidder at the discretion of the Ordering Authority.

2. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order.

3. The supply should be completed within stipulated time period mentioned by the user department and this clause should be strictly adhering 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. Unloading of material will be arranged by supplier.

4. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, AIIMS Nagpur reserves the right to place purchase order (partially/fully) on alternate source at the risk and cost of the defaulting bidder.

5. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt. Tender inviting authority is not responsible for the stock of the Product received, for which no order is placed.

6. The bidder shall take back (Reverse distribution), items which are not utilized by the tender inviting Authority within the shelf life period will have to be replaced by the bidder at their cost. Slow moving items may be asked for replacement with approved items of the discretion of AIIMS Nagpur.

7. If at any time the Bidder has, in the opinion of the Tender inviting authority/ordering authority, delayed the supply of item due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the item may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Bidder within 11days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.

8. Inspection and sampling at the consignee's end:

i) After the receipt of the consignment, the demanding officer may draw a sample out of each consignment and

send it for testing at one of the approved testing laboratories/user departments. If the sample/samples is/are found not of standard quality, the consignment shall be rejected. If the product is found to be not of standard quality for any of the above- mentioned reasons, the total cost of laboratory test will be recovered from the supplier. Where there are visible and obvious defect in the consignment, it shall be rejected.

ii) All rejected stores shall in any event remain and will always be at the risk of the contractor immediately on such rejection.

iii) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. It is also open to the purchaser to send persons as may be designed by him to inspect stores and draw samples from there before dispatch of consignment.

iv) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

5. PACKING

All primary packing containers/strips/blister should be strictly conforming to the Specification included in the relevant pharmacopoeia. Packing should be able to prevent damage or deterioration during transit. Primary packing such as strips, labels, inner carton, outer carton etc. should bear the following words

"Govt. Supply- Not for Sale"

Secondary packing such as baby shipper (small corrugated box), outer corrugated boxed are labelled as under.

GOVT. SUPPLY-NOT FOR SALE Name of the Product: Manufactured by: Batch no.: Mfg. Date: Exp. Date: Quantity:

6. PENALTIES PROVISIONS

1. If the supplier fails to deliver any or all of the goods or fails to perform the service within the time frame(s) incorporated in the tender, the Purchaser shall, without prejudice to other right and remedies available to the Purchaser under the tender, deduct from the quoted price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of the quoted price.

2. If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on Delivery Challan. Such damaged material should be replaced by the supplier within 14 days from the date of noting on Delivery Challans or rejection advice issued by consignee or else subsequent to no replacement in 14 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

3. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.

7. In all matters pertaining to tender, the decision of AIIMS, Nagpur shall be final and binding.

8. In event of any dispute arising out of tender, such dispute would be subject to the jurisdiction of civil court within NAGPUR.

9. In case of dispute or difference arising between AIIMS NAGPUR and Bidder relating to any matter arising out

of or connected with this tender agreement, such dispute or differences shall be settled in accordance with the Arbitration and Conciliation Act 1996. The venue of arbitration shall be NAGPUR.

10. **GST**

GST rates applicable on your quoted item may please be informed. Please confirm if there is any (Upward/Reduction) in your Basic Price structure and you are also requested to pass the Input Credit as per the following Anti Profiteering Clause of GST. **"Upon Implementation of GST, any reduction in the rate of tax on supply of goods or service or the benefit of input tax credit shall be passed on to AIIMS Nagpur by way of commensurate reduction in the prices".**

PARTICULARS FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of Five Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE SCHEDULED BANK (WHETHER SITUATED AT NAGPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT NAGPUR. BONDS ISSUED BY CO- OPERATIVE BANKS ARE NOT ACCEPTED)

To,
The Director
All India Institute of Medical Sciences (AIIMS),
Nagpur-441108

LETTER OF GUARANTEE

WHERE AS All India Institute of Medical Sciences (AIIMS) Nagpur (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 consumables etc. in response there to shall establish an irrevocable Performance Guarantee Bond in favour of "The Director, AIIMS Nagpur" in the form of Bank Guarantee for Rs._____/- of the purchase value] which will be valid beyond 60 days of completion of warranty period from the date of supply, installation & commissioning, the said Performance Guarantee Bond is to be submitted within 21(Twenty One) days from the date of issue of the Letter of Award/Rate Contract.

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/quality of the Injector Syringe, instrument/machinery, consumables etc. This Bank shall pay to All India Institute of Medical Sciences (AIIMS) Nagpur on demand and without protest or demur..... (Rupees.).

This Bank further agrees that the decision of All India Institute of Medical Sciences (AIIMS) Nagpur (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) Nagpur(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 date of claim should be beyond six month from the date of validity.
c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if AIIMS Nagpur serve upon us a written claim or demand on or before..... (Date).This should be beyond six months from validity as (b) above.

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: .....

FORM-A

(On firm's Letterhead)

Declaration by the Bidder:

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 Nagpur and/or prosecuted as per laws.

I/We have read and fully understood all the terms and conditions contained in Tender document regarding terms & conditions of the contract& rules and I/we agree to abide them.

The bidder should not have been blacklisted before at any government organization
No other charges would be payable by Client and there would be no increase in rates during the Contract period.

Place:……
Date:……

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

FORM-B

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

To
The Executive Director,
All India Institute of Medical Sciences Nagpur

Ref: NIT no-_____ Dated _____

Dear Sir,

We,_____who are established and reputable manufacturers of _____, having factories at _____ and _____, hereby Authorize Messrs. (Authorized Dealer/Sole Distributor/Supplier) _____ (name and address of agents) to bid, negotiate and conclude the contract with you against Tender No._____for the above goods manufactured by us. 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. 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

FORM- C

S No.	Tender Item S No.	Name of Item as in the tender list	Specification of quoted item	Brand Name	Name of Agency for quality certification e.g. FDA/CC/ISO/CE etc. as applicable in tender	Pack Size	Category Brand/ Generic

Signature and Stamp of Bidder

Form D

Format for Affidavit of Self Certification regarding Local Content in consumables to be purchase on Rs. 100/- Stamp Paper.

I_____S/o, D/o, W/o_____ of _____ do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions 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 records 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 consumables has been verified by me and I am 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 Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines 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 a period of 8 years and shall make this available for verification to any statutory authority.

i. Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity).
ii. Date on which this certificate is issued.
iii. consumables for which the certificate is produced
iv. Procuring entity to whom the certificate is furnished
v. Percentage of local content claimed (to be calculated based on total items quoted by bidder) - _____% (Local Content)
vi. Name and contact details of the unit of the manufacturer
vii. Sale Price of the product
viii. Ex-Factory Price of the product
ix. Freight, insurance and handling
x. Total Bill of Material
xi. List and total cost value of inputs used for manufacture of the consumables.
xii. List and total cost of inputs which are domestically sourced Value addition certificates from suppliers. If the input is not in use attached.
xiii. List and cost of inputs which are imported, directly or indirectly.

For and on behalf of (Name of firm/entity)

Authorized signatory

Form E

Technical compliance report should be submitted in following format:

Item Sr. No As per Annexure -I	Item Description as per Tender Annexure-I	Complied Yes/No	Remark

For and on behalf of (Name of firm/entity)
Authorized signatory

Signature and Stamp of Bidder

Appendix 'A'

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on_____day of the month of_____2026

Between

ALL INDIA ISTITUTE MEDICAL SCIENE NAGPUR having its office at AIIMS NAGPUR–441124, (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 NAGPUR and BIDDER referred above are jointly referred to as the Parties]

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

AIIMS NAGPUR 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 NAGPUR 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 NAGPUR 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 NAGPUR

1.1 AIIMS NAGPUR undertakes that AIIMS NAGPUR 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 NAGPUR 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 NAGPUR 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 If the BIDDER reports to AIIMS NAGPUR with full and verifiable facts any misconduct on the part of AIIMS

NAGPUR's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by AIIMS NAGPUR, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by AIIMS NAGPUR. 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 NAGPUR 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 NAGPUR, 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 NAGPURor 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 NAGPUR for showingor forbearing to show favour or disfavour to any person in relation to the contract or any other contract with AIIMS NAGPUR.

2.3 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

2.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to AIIMS NAGPUR that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence stores andhas not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS NAGPUR 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.

2.6 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 NAGPUR 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.

2.7 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.

2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged

2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.12 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 NAGPUR, or alternatively, if any relative of an officer of AIIMS NAGPUR 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

2.13 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, NAGPUR.

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 NAGPUR is entitled to disqualify the BIDDER from the tender process.

Clause.4. Earnest Money Deposit (Security Deposit)

4.1 While submitting commercial bid, the BIDDER shall deposit an amount _____as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of _____

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment

(iii) Any other mode or through any other instrument.

4.2 The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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 NAGPUR 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. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by the BUYER, 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 UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest..

v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the AIIMS Nagpur, along with interest .

vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

viii. 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.

ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

x. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

5.2 AIIMS NAGPUR 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 orany other statute enacted for prevention of corruption.

5.3 The decision of AIIMS NAGPUR 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 thisPact.

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 NAGPUR, if the contract has already been concluded.

Clause.7. Independent External Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. Name and address of IEMs are given below:-

1. Shri Rajendra Kalla,
16, Munirka Enclave,
Opp. Vasant Vihar Bus Depot.,
New Delhi-110067,
M No. 9167839661,
E-Mail: rajendra432000@yahoo.co.in

2. Shri Sanjeev Behari,
A-81, Sector 50,
Gautam Budh Nagar, Noida,
U. P.- 201301,
M No. 9869199464,
E-Mail: saloni_behari@yahoo.co.in

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

Clause.8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER 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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

Clause.10. Other Legal Actions

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS NAGPUR 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.11. 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 Nagpur Jurisdiction

Clause.12. other legal Actions

The actions stipulated in this 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.13. Validity and Duration of the Agreement

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at_____ on _____

 Signature and Stamp of Bidder

AIIMS NAGPUR	**Bidder**
Signature	**Signature**
Name and Designation	**Name and Designation**
_____	_____
Witness	Witness
1…….....	1……
2……	2…….....

* Provisions of these clauses would be amended /deleted in line with the policy of the AIIMS NAGPUR inregard to involvement of Indian agents of foreign supplier

Instructions for Online Bid Submission:

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
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. 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.

4. 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.
5. 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.
6. 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.
7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. 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.