



अखिल भारतीय आयुर्विज्ञान संस्थान, नागपुर

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, NAGPUR

Address: Plot No. 2, Sector-20, MIHAN, Nagpur- 441108

Email: - procurement@aiimsnagpur.edu.in

Ph.No.0710-3295590

Notice Inviting Tender

For

Supply of “Single Post Abdominal Self Retaining Retractor with Rotilt Clamps” for
Department of Urology

At

All India Institute of Medical Sciences, Nagpur

CRITICAL DATE SHEET

Tender No	AIIMS/NAG /Cent.Store/Urology/OTE /25-26/19
Published Date	19/12/2025 at 05:00 PM
Bid Document Download Start Date	19/12/2025 at 05:05 PM
Bid Submission Start Date	20/12/2025 at 09:00 AM
Bid Submission End Date	16/01/2026 at 03:00 PM
Bid Opening Date	17/01/2026 at 03:00 PM

SCHEDULE OF REQUIREMENT

Sl. No.	Name of Equipment	Qty	Technical Specifications
1	Single Post Abdominal Self Retaining Retractor with Rotilt Clamps	1 No.	As per Annexure-I

Note:

1. Online Tenders in Two bids (Technical & Financial) are invited on behalf of The Executive Director, All India Institute of Medical Sciences, Nagpur for **Supply of “Single Post Abdominal Self Retaining Retractor with Rotilt Clamps” for Department of Urology**. Manual bids shall not be accepted.
2. Tender document may be downloaded from AIIMS website 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.
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. **Quotations should be valid for 90 days** from the tender due date i.e. tender opening date. The bidder should clearly indicate the period of delivery, AMC & warranty terms etc. whichever is applicable.
10. Relevant literature pertaining to the items quoted with full specifications should be uploaded, where ever applicable.
11. **EMD / Bid Security-**

Earnest money (i.e. ₹ 1,20,000/-) to be deposited in the form of **Insurance Surety Bonds/Account Payee Demand Draft/ FDR/ Banker’s Cheque or BG (including e-Bank Guarantee)**. In the case of EMD is submitted in the form BG the same need to be essentially linked to SFMS by issuing bank for verification. 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/Account Payee 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, Ground Floor, Admin Block, Plot No. 2, Sector 20, MIHAN, Nagpur prior to opening of tender.

-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) Startups firms as recognized by Department of Industrial Policy & Promotion (DIPP) is also exempted for depositing of EMD amount. Valid documents should be uploaded.
- (Note: MSE under Trader category are not eligible for exemption of EMD)
- The earnest money will be returned/refund to the unsuccessful tenderers after the tender is decided.
 - 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; The firm shall also extend the validity of EMD suitably.

12. Tenderer must provide evidence of having supplied similar items in the last three financial years (i.e. FY 2022-23, 2023-24, 24-25) in any central/state government institute copy of the PO should be uploaded without hiding the price along with user's satisfactory certificate.
13. The total average annual turnover of **Rs. 20 Lakhs** and copies of authenticated balance sheet of last three financial years (i.e. FY 2022-23, 2023-24, 24-25) duly certified by CA with UDIN number as mentioned in tender document should be uploaded.
14. **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 enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.
15. The tender document must be accompanied by copy of PAN, Certificate of firm/company registration, GST Registration Certificate.
16. Bidder must be provided a certificate on letter head that you have not quoted the price higher than previously supplied the quoted item to any government Institute/Organisation/reputed Private organisation in recent past. If you don't fulfill this criterion, your tender will be out rightly rejected.
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. 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 Purchaser (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 Executive 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.
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 Nagpur Jurisdiction only.

22. 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.
23. The Tender/Bid will be opened on Store office at AIIMS Nagpur Premises.
- Only those financial bids will be opened whose technical bids are found suitable by the expert committee appointed for the concerned instrument/equipment.
 - 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 bid the lowest evaluated quotation price.

- 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.
 - 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. Normal comprehensive warranty/guarantee and CAMC (if applicable) shall be applicable to the supplied goods as per Annexure-I.

27. **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.

- 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.
- 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.
- 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 firm's letter head as per **Form - D**).
- 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).**

28. **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 another 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.

29. **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 C**
30. Rates should be quoted inclusive of packing, forwarding, postage and transportation charges etc.
31. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications/quality.
32. **A brochure displaying clearly the product is to be attached with the tender 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: procurement@aiimsnagpur.edu.in at least ten days prior of submission date as per critical date sheet.
34. Other terms and condition applicable as per manual for procurement of goods 2024, GFR-2017 etc.

Administrative Officer

AIIMS, Nagpur.

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 (PSD): -

Successful bidder/firm should submit performance security 5% of contract value as prescribed in favour of **The Director, AIIMS Nagpur** to be received in the office of Administrative Officer, Ground Floor, Admin Building, AIIMS, Nagpur (Maharashtra) Pin-441108 The Performance Security 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. **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.** Validity of the performance security shall be for a period of 60 days beyond the expiry of contract.

3. Delivery/ Installation:

i. For goods supplied in India:

The successful bidder should strictly adhere to the following delivery schedule. Supply, installation & commissioning should be effected within 60 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.

ii. For goods imported directly from abroad:

All the goods ordered shall be delivered and Installed at AIIMS, Nagpur within 90 days from the date of opening of Letter of Credit for shipment.

All the aspects of safe delivery, installation and commissioning shall be the exclusive responsibility of the supplier. If the supplier fails to deliver, install and commission the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to maximum of 10% of the total order value. The successful tenderer will also provide required training for supplied items at AIIMS Nagpur. The goods should be manufactured after adoption of latest technology. If at any time during the currency of the contract, the supplier encounters conditions hindering timely supply of the goods and performance of services, the supplier shall promptly inform the AIIMS, Nagpur for extension of the delivery schedule accordingly. On receiving the supplier's communication, AIIMS, Nagpur shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

In the case of package supply where the delayed portion of supply materially hampers installation and commissioning of the systems, liquidated damages charges shall be levied as above on the total value of the concerned package of the purchase order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

- 4. Liquidation Damages:** If the suppliers fail 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.
- 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. Installation & Warranty Declaration: Suppliers must give the comprehensive onsite warranty as per Annexure-I as required from the date of successful installation of item/equipment against any manufacturing defects. In the installation report the model number of instrument and all spares parts/ accessories numbers should be in the line of purchase order. And suppliers must be written in the warranty declaration that “everything to be supplied by us hereunder shall be free from all defects and faults in material, workmanship and shall be of the highest quality and material of the type ordered, shall be in full conformity with the specification and shall be completed enough to carry out the experiments, as specified in the tender document.” If any item covered under warranty fails, the same shall be replaced free of cost including all the applicable charges (shipping cost both ways). **Installation must be done within stipulated time period from the date of delivery of the item/ equipment as specified in the purchase order.**

9. 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.

10. Insolvency etc.: In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified AIIMS, Nagpur shall have the power to terminate the contract without any prior notice.

11. 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.

12. 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.

13. 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, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable.

14. Right to call upon information regarding status of contract: The AIIMS, Nagpur will have the right to call upon information regarding status of contract at any point of time.

15. Payment Terms: - 100% (hundred percent) payment on receipt and acceptance of material in good condition by the concerned department subject to submission of following documents: -

- a) Bill in triplicate along with supporting vouchers.
- b) Store Receipt Certificate issued by stores, and
- c) Installation/Inspection Report issued by the concerned department.

16. 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”.**

17. 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.

18. Fall Clause:

i. If at any time during the period of contract, the prices of tendered items are reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

ii. 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 consumable/equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

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

19. Arbitration:

If any difference arises concerning this agreement, its interpretation on payment to be made there under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the Director, AIIMS Nagpur to settle the dispute by Sole Arbitrator. Sole arbitrator will be appointed by the Director, AIIMS Nagpur. 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.

20. 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.

21. Selection of successful bidder: Technical bids will be opened on date/time as per the schedule. Financial bid of only bidders who qualify technically will be opened. **After evaluation of bids, the bidder who is technically qualified as well as quotes the lowest rate (L1 bidder) shall be declared as the successful bidder. L1 will be decided on composite basis of basic rate.**

21. Subletting of Work:

The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Nagpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

22. Tender Currencies:

- a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
 - b. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.
- Tender Prices:** While filling up the columns of the Financial Bid, the following aspects should be

noted for compliance:

23. For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, Custom Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;
- b. Any GST or other taxes, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;
- d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid; The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and

24. Right to call upon information regarding status of work:

The AIIMS, Nagpur will have the right to call upon information regarding status of work / job at any point of time.

25. Bidder shall upload a copy of the tender document and addenda thereto, if any, with each page of this document should be signed and stamped to confirm the acceptance of the entire terms & conditions as mentioned in the tender enquiry document.
26. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.
27. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.
28. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.
29. Signed & stamped compliance sheet of the technical specification of the goods with technical printed literature must be enclosed with the bid.
30. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis.
31. Conditional bid will be treated as unresponsive and it may be rejected.
32. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
33. The bidder, once applied, will not be allowed to withdraw at any stage.
34. The Tenderers should furnish a copy of PAN Card and GSTIN Registration Number. Tenders not complying with this condition will be rejected.
35. Please state whether business dealings with your firm presently stand banned, blacklisted by any Government organization and, if so, furnish relevant details (Refer **Form A**).
36. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
37. The Successful Tenderer 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 making arrangement for supply of the desired goods even on short notice to AIIMS, Nagpur.
38. The Institute reserves the right to accept in part or in full or reject any or more tender(s) without assigning any reasons or cancel the tendering process and reject all tender(s) at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidder(s).
39. **The Integrity pact (At Annexure-II) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be abinitio rejected without as signing any reason.**
40. **Applicable Law:**

- (a) The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
- (b) Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Nagpur, Maharashtra, India only.
- (c) The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Nagpur. The decision of the Arbitrator shall be final and binding on both the parties.
- (d) Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

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 relevant document should be uploaded.			
3	In case of distributor/dealer/trader/supplier must be upload tender specific authorization certificate from OEM/ manufacturer (Form B) should be uploaded.			
4	Copy of PAN Card & GST should be uploaded			
5	Firm/Company registration certificate should be uploaded			
6	Bid Security/EMD amount of Rs. 1,20,000/- in the form of DD/FD/BG or UDYAM Registration certificate as per NIT document, if EMD exempted.			
7	Balance sheet and Profit and loss statement of three financial years (i.e. 2022-23, 2023-24 & 2024-2025) duly certified by CA with UDIN number as mentioned in tender document should be uploaded.			
8	Tenderer must provide evidence of having similar items in the three financial years (i.e. 2022-23, 2023-24 & 2024-2025) in any central/state government institute copy of the PO should be uploaded without hiding the price.			
9	Average Annual turnover of Rs. 20 lakhs of last three financial year (i.e. 2022-23, 2023-24 & 2024-2025) duly certified by CA with UDIN number as mentioned in tender document should be uploaded.			
10	Please provide a certificate on letter head that you have not quoted the price higher than previously supplied the quoted item to any government Institute/Organisation/reputed Private Organisation in recent past. If you don't fulfill these criteria, your tender will be out rightly rejected.			
11	"Declaration by the Bidder" (Form A) should be uploaded as mentioned in tender document.			
12	Relevant brochure/catalogue pertaining to the items quoted with full specifications to be uploaded.			
13	Self-Certification of local content on firm's letter head as per Form "D" (should mention percentage of Local content if not mentioned the bid will be rejected)			
14	Technical Specifications Compliance Report (Form E) on letter head of bidder			
15	Certifications (as per tender specifications) i.e. USFDA/BIS/ISO or Equivalent			
16	Border sharing countries clause "Form C" to be uploaded on firm's letter head.			

Price Bid

Price Bid Price bid in the form of BOQ_XXXX .xls

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.

3. 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 11 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labour disputes.

4. 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.

5. BLACKLISTING PROCEDURE

1. Non-performance of any tenderer conditions will disqualify a bidder to participate in the next tender.
2. To assess the correctness of the test results be in given by the Bidders laboratory, samples would also be taken and sent randomly to AIIMS Nagpur empaneled laboratory. If there is any variation in the analytical reports furnished by empaneled laboratories, (either pass or fail) with submitted C.O.A, Bidders shall be black listed for two years besides forfeiture of security deposit, after giving due opportunity to the concerned bidders.
3. If it is revealed that Bidder is involved in any form of fraud and collusion with the empanelled laboratory of AIIMS, the Bidder will be blacklisted for five years. The tenderer shall also be liable for action under criminal law and matter will be informed to drugs controller for penal action against them.
4. AIIMS, Nagpur will be at liberty to terminate the contract without assigning any reasons. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
5. In all matters pertaining to tender, the decision of AIIMS, Nagpur shall be final and binding.
6. In event of any dispute arising out of tender, such dispute would be subject to the jurisdiction of civil court within NAGPUR.
7. 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.

6. 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”.**

Annexure-1

Sl. No	Name of the Item	Quantity
1	Single Post Abdominal Self Retaining Retractor with Rotilt Clamps	1

Technical Specification of Single Post Abdominal Self Retaining Retractor with Rotilt Clamps

- Bidder should quote all the instruments specified below
- Instruments should be of high quality and standard used for Retractor/aforesaid equipment's.
- The System should have flexibility for the different approaches.
- Manufacturer/Should have USFDA & EUCE certified. ISO 13485 _ 2016 Copy of certificate to be enclosed compulsorily.
- All instruments should be highly heat and corrosion resistant.
- Manufacturer name and part number should be mentioned on each and every instrument
- Bidder has to provide the demonstration of the item ROTILT RATCHET CLAMP Tm
- The system should have 5-year warranty from the date of installation.
- The Principals must give a certificate if the supplier/vender is changed during the course of guarantee/warrantee period
- Performance Certificate from the satisfied customers from Central Govt./State Govt/Reputed Private hospital must be appended in respect of the quoted equipment.
- The Set should be complete.

Sr.No	Description	Qty
	Open Retractor kit includes the following items:	
1	TablePost, 12in	1
2	Light weight Post Coupling, for Standard in System, 1x4in, Diameter 25mm	1
3	Horizontal Bar, 14 1/4in	1
4	Horizontal FlexBar w/360° Rotation, Lightweight	1
5	Ring, Medium, Oval	2
6	Ring, Medium, Segmented	2
7	Ratchet Mechanism	2
8	Tilt Ratchet Mechanism	6
9	Blade, Harrington, 2 1/2inx5 5/8in, (64mmx143mm)	2
10	Blade, Balfour, 25/8inx3in, (67mmx76mm)	2
11	Blade, Kelly, 2inx3in, (51mmx76mm)	2
12	Blade, Kelly, 2inx4in, (51mmx102mm)	1
13	Blade, Kelly, 2inx5in, (51mmX127mm)	1
14	Blade, Kelly, 2inx6in, (51mmX152mm)	2
15	Blade, Malleable, 1 1/2inx6in, (38mmx152mm)	1
16	Blade, 2x6, Malleable, (51mmx152mm)	2
17	Blade, Malleable, 3inx6 2/3in, (76mmx168mm)	1
18	Blade, Sharp, Gelpi	1
19	Aluminium Case	1
20	WireBasket Stainless Steel Tray	1
21	TwisterRatchet	1
22	Blade, w/Lip, Malleable, 2inx6in, (51mmx152mm)	1

23	Blade,w/Lip,Malleable,11/2inx6in,(38mmx152mm)	2
24	Blade, w/ Lip, Malleable, 3 in x 6 in, (76 mm x 152 mm)	1
25	Self-Retaining Tilt Ratchet Mechanism	6
26	Rotilt® Retractor, Ratchet Mechanism	6
27	Table Post, Lightweight, 16 in, 406 mm	1
28	Magrina, Blade, Super Malleable w/Lip, 1 in x 4 in, (25 mm x 102 mm)	1
29	Magrina, Pelvic Ring, Fixed Ovoid, w/Suture Slots	1
30	Magrina Deaver, 1 in x 3 1/2 in, (25 mm x 89 mm)	2
31	Magrina Posterior, 1 in x 4 1/2 in, (25 mm x 114 mm)	2
32	Magrina Lateral, 1 in x 3 in, (25 mm x 76 mm)	2
33	Retractor, Ring, 8 1/2 in Diameter, Small, Round	1
34	Retractor, Fan Liver, Adjustable, 10 mm	1
35	Lightweight Post Coupling, For Standard 1-in System, 1 x 4 in, Diameter 2	1
36	Magrina, Segmented Ring, w/Suture Slots	1

B. General terms & conditions:

1. Warranty: 5-year against manufacturing defects, rust & corrosions.
2. All instruments should be made of corrosion free surgical grade stainless steel complying with the DIN standards.
3. All instruments should be light weight and durable.
4. All instruments should be non-magnetic.
5. All instruments should be autoclavable at 134 degrees Celsius.
6. The Tungsten Carbide (TC) inlay should be nickel based.
7. The TC inlay should be welded to the instrument and not pasted.
8. All instrument should preferably have bar coding and hologram of department and institute name for easy identification during reprocessing & individual tracking of the instruments.
9. All instruments should be supplied from a single manufacturer.
10. The manufacturer should have a direct repair facility available in India.
11. All Instruments should meet the International Certification as per DIN, EN, ISO 13485:2016.
12. It should have certificate of manufacturer with details of manufacturing facility from a reputed standardizing organization for medical device & instruments.
13. All instruments should be BIS/ European CE with 4-digit notified body no. US FDA approved for intended use (Copy of certificate have to be enclosed with the bid).
14. All the firms are required to submit their catalogue along with tender/ quotation clearly marking the quoted item and no. with a highlighter.
15. 10% of tolerance is acceptable in sizes of the instruments mentioned.
16. Physical demonstration of all instruments is must during technical evaluation of bids.

C. Specifications for Storage and Sterile Containers

Storage and Sterile Containers system for safe and secure sterilization of surgical instruments should have following features:

Sign & Stamp of Bidder

1. The system should consist of outer aluminium case and an inner perforated stainless-steel basket.
2. The outer aluminium case should have a bottom solid container and an upper lid cover.
3. The outer aluminium case should have an integrated handle which tops at 90-degree for safe and convenient holding and carrying of the container.
4. The Lid cover should be made of aluminium anodized. It should be autoclavable at 134-degree Celsius.
5. The Lid cover should be supplied with integrated permanent germ barrier system.
6. The permanent germ barrier should be made of a PTFE (Poly Tetra Fluro Ethylene) filter plate. It should have minimum 5000 sterilization life cycle.
7. The inner perforated stainless-steel basket should be supplied with integrated handle.
8. Instrument Organization System should be compatible with the storage and sterile containers.
9. The sterile container should enable more proper, easier and safer transportation with their ergonomic design and handles.
10. The sterile container should be a designed with mechanical valve both in bottom and lid which run in a way that they do not need any disposable filter used and can be used minimum 5000 cycles.
11. The container should be a modular auto lock mechanism system.
12. The sterile container should be a facility of the window for emulating indicator.
13. The container wire basket should be a 304 SS grade sheet and Base is 304 ss wire mesh.
14. The sterile container has a CE certification and is ISO certified.
15. Aluminium container bottom – Non-perforated outside DIM: 600x272x96 mm /weight 1900 GR.
16. Aluminium container bottom – Non-perforated outside DIM: 600x272x96 mm /weight 1900 GR.
17. Container Lid with integrated germ barrier system: LID with valve filter -DIM 602x285mm/weight 1566 GR.
18. Perforated stainless steel basket bottom with lid, DIM: 546x259x64 weight 1521GR.
19. Silicon mesh mat, DIM: 534*247mm/weight 140 GR.
20. Gasket should be glued
21. Container must be available different Anodized color coded.
22. The corners of the container must be rounded

ANNEXURE-II**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 _____ 20

Between

ALL INDIA INSTITUTE MEDICAL SCIENCE NAGPUR having its office at AIIMS NAGPUR-441108, (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 NAGPUR or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with AIIMS NAGPUR for showing or 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 manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to AIIMS 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 up-to 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 or any 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 this Pact.

Clause.6. Fall Clause

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

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, AIIMSNAGPUR 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 _____

AIIMS NAGPUR
Signature
Name and Designation

Bidder
Signature
Name and Designation

Witness
1.....
2.....

Witness
1.....
2.....

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

Sign & Stamp of Bidder

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 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.....[5 % (Five percent)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 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/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.

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

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:.....

(Signature of Bidder with seal)

Date:.....

Name :

Seal :

Address :

FORM-B

MANUFACTURER's / PRINCIPAL's AUTHORIZATION FORM

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

Dear Sir,
TENDER No:_____.

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

The bidder should submit related undertaking for Restrictions on procurement from bidders from a county or countries, or a class of countries under Rule 144 (XI) of the General Financial Rules 2017 in compliance of office OM no. 6/18/2019-PPD dated 23rd July 2020. Ministry of Finance Department of Expenditure, Public Procurement Division on the basis of following Certificate given below, on the company letter head duly signed by authorized signatory for this tender.

Certificate for Tender

Tender no.:- _____

Item name: - _____

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfill all requirements in this regard and are eligible to be considered."

AND

We have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India and on sub-contracting to contractors from such a country; and solemnly certify that we are not from such a county or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Comps eat Authority. We hereby certify that we fulfil all requirement in this regard and are eligible to be considered."

It is to declare that if, our bid/offer is accepted by the purchaser, as per undertaking given by us as per aforementioned points on the basis of certificate are found to be false, in such case this would be a ground for immediate termination of our bid/offer and further legal action in accordance with the law to be initiating on us by the procuring entity i.e. AIIMS, Nagpur.

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

***Note:** This clause is not applicable for Indian manufactures

Form-D

Format for Affidavit of Self Certification regarding Local Content in item to be purchase on letter head of bidder.

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) % (the percentage of local content not mentioned bid will be rejected)**
- 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

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

- e. 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.
- f. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- g. 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.
- h. 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.
- i. 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.
- j. 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 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.
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

- 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.
- 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.