



अखिल भारतीय आयुर्विज्ञान संस्थान, भोपाल

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL

साकेत नगर भोपाल (मध्य प्रदेश) - 462020

Saket Nagar, Bhopal (M.P.) – 462020 Website:

www.aiimsbhopal.edu.in

E-Tender No. AIIMS/BPL/Patho/2026-27/13 Date: 12/05/2026

E-Tender for Rate Contract for "Procurement of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology" All India Institute of Medical Sciences, Bhopal

E- Biding Portal: <https://eprocure.gov.in/eprocure/app>

INDEX

S.NO	DESCRIPTION		PAGE NO.
1		Notice Inviting Tender	03
2	SECTION-I	Tender Schedule	03
3	SECTION-II	Instructions To Bidders	04-05
4	SECTION-III	Two Bids System	06-07
5	SECTION-IV	Eligibility Criteria	08-09
6	SECTION-V	Technical Specification of Items	10-11
7	SECTION-VI	General Conditions of Contract	12-16
8	SECTION-VII	Instructions To Bidders for Online Registration and Submission of Bid	17-19
9	SECTION-VIII	Check list of Important Documents	20-21
10	SECTION-IX	Format for Technical Bid	22-23
11	SECTION-X	Format for Financial Bid (BoQ)	24
12	ANNEXURE-I	Compliance of All Terms & Conditions mentioned in this Tender Document	25-26
13	ANNEXURE-II	Criminal Liability Undertaking	27
14	ANNEXURE-III	Manufacturing License/Import license Certificate (as applicable)	28
15	ANNEXURE-IV	Deviation Statement Form	29
16	ANNEXURE-V	Performance Statement Form	30
17	ANNEXURE-VI	Annual Turn Over Statement	31
18	ANNEXURE-VII	COPP /CDSCO	32
19	ANNEXURE-VIII	EMD Bank Guarantee (EMD-BG) Format	33
20	ANNEXURE-IX	EMD Declaration Form	34
21	ANNEXURE-X	Performance Security Bank Guarantee Format	35
22	ANNEXURE-XI	Rate Contract Agreement Format	36-39
23	ANNEXURE-XII	Vendor PFMS Registration Form	40
24	ANNEXURE-XIII	Pre Contract Integrity Pact	41-46

E-TENDER DOCUMENT**Notice Inviting e-Tender****Section – I****Tender Schedule**

Rate Contract for "**Procurement of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer)** for the dept. of Pathology, All India Institute of Medical Sciences (AIIMS), Saket Nagar, Bhopal – 462020, Madhya Pradesh

E-Tender No. AIIMS/BPL/Patho/2026-27/13

Date 12/05/2026

The Executive Director, AIIMS Bhopal, invites e-tenders in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers or their authorized distributors only through e- procurement portal on CPPP (<https://eprocure.gov.in/eprocure/app>) to enter into a Rate Contract for Supply of **Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer)for the dept. of Pathology & Lab Medicine**, AIIMS Bhopal under the terms & Conditions of the tender. The Rate Contract shall be initially for a PERIOD OF TWO YEARS extendable for another ONE YEAR on mutually agreeable conditions.

Sl. No.	Brief Description of Goods	Amount of Bid Security/EMD (INR)
1.	Procurement of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer)for the dept. of Pathology & Lab Medicine,, All India Institute of Medical Sciences (AIIMS), Saket Nagar, Bhopal – 462020, Madhya Pradesh	Rs. 4,03,000/-

CRITICAL DATE SHEET

Particulars	Date, Time & Venue
Published Date and Time	12/05/2026 at 17:00
Bid Document Download/Sale Start Date & Time	12/05/2026 at 17:30
Clarification Start Date & Time	12/05/2026 at 18:00
Clarification End Date & Time	16/05/2026 at 12:00
Pre Bid Meeting Date & Time *	16/05/2026 at 12:30
Bid Submission Start Date & Time	23/05/2026 at 10:00
Bid Submission End Date & Time	01/06/2026 at 17:00
Bid Opening Date & Time	02/06/2026 at 10:00

* Pre Bid Meeting Venue – Office of the SPSO, Central Stores, Kautilya Bhawan, AIIMS Bhopal - 462020.

For any query regarding this E-tender, mail may be sent to spsa@aiimsbhopal.edu.in and sanjay.storekeeper@aiimsbhopal.edu.in.

Section-II
Instructions to Bidders

1. The Bidder is expected to examine all instructions section wise. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required in the bidding document or submission of a bid not responsive to the bidding document in every aspect will be at the Bidder's risk and may result in rejection of the bid.

2. **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid by the bidder and tender inviting Authority shall be in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language, for the purpose of interpretation of the Bid.

3. **Price Preference Policy and Exemption for submission of various eligibility Criteria documents to the BIDDER Registered under Make in India Initiative:-** The Bidder Companies, those have registered under Make in India initiative and producing their products under “**Make in India Policy of Government of India**” shall be given Price Preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate (i.e. Make In India Certification) for availing the Price Preference and Exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the no bidder will upload/submit the requested “Make in India” Certificate along with their Bid, it will be treated as open tender bid and no preference shall be given to such BIDDER on producing “Make in India” Certification in later bid stage.

4. It is expected that, all the participating BIDDER companies have understanding and prior knowledge about the “Make in India” Initiative and Price Preference Policy of Govt. of India. However, it is once again emphasized that before participating this e-tender please carefully read the “Make in India” Initiative and directives of Govt. of India, since in case if any “Make in India” Registered Company will participate against this e-tender, the Price preference as per the same will be given to such participating Bidder company for ensuring necessary compliances of “Make in India” Policy of the Govt. of India.

5. It may be noted that this e-tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and other all relevant orders issued by the Government of India from time-to-time.

6. (a) The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the case may be. They shall also give details of location(s) at which the local value addition is made.

- (b) In cases of procurement for a value in excess of Rs. 10 Crores, the ‘Class-I local supplier’/ ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- (c) False declaration will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

7. **Exemption:** The Firms who are registered with Micro, Small and Medium Enterprises (MSME)/National Small Industries Corporation (NSIC)/ OR Small Scale Industries (SSI) are exempted from submission of EMD (Copy of Registration must be provide along with technical bid)

1. **EMD:** Bidders need to deposit the **EMD amount of Rs. 4,03,000/-** in the form of FDR/Bank Guarantee in favour of the “**The Executive Director, AIIMS Bhopal**” in a sealed envelope on or before the date of Submission of Bid in the Tender Box kept in the Office of the **I/c SPSO, Central Stores, Kautilya Bhawan, AIIMS Bhopal**, and its legible scanned copy must be uploaded in the e-Tendering Solution. AIIMS Bhopal will not pay any interest on any EMD Amount to bidder. The EMD of the successful bidder shall be returned after the receipt of Performance Security Deposit and in case of unsuccessful bidders the same will be returned after the award of the contract. The EMD of a Bidder will be forfeited, if a bidder withdraws bid after opening of Technical Bid/ misrepresents facts or submit fabricated/ forged/ tampered/ altered/ manipulated documents.
The FDR or BG submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be black listed and shall be debarred from participating in future tenders of the Institute. The EMD BG should cover the liability period from last date of bid submission and should be valid for a minimum period of 180 days and claim date should be two months from expiry of BG validity period.

Clarification of bidding documents: A prospective bidder requiring any clarification of the bidding documents shall contact the purchaser in writing at the purchaser’s e-mail address i.e., sps@aiimsbhopal.edu.in sanjay.storekeeper@aiimsbhopal.edu.in.

2. **Pre-Bid Conference:** All the prospective bidders shall attend the Pre-Bid Conference at, AIIMS, Bhopal on the scheduled date and time. Changes, if any, may be incorporate in the bidding document after the Pre-Bid Conference and will be uploaded on related websites i.e. CPP Portal, and AIIMS, Bhopal website as “Corrigendum”. Therefore, bidders are requested to submit their bids as per revisions/ changes/ corrigendum, if any, after the Pre-Bid Conference (PBC). No press advertisement will be made for corrigendum.
 - (a) Any queries raised by Bidder must be submitted at the time of Pre Bid meeting /or via email before pre-bid meeting, same will be clarify by the committee and submitted to the all after pre- bid meeting. And will be published accordingly.
 - (b) After pre Bid meeting any kind of clarification/Query will not be entertained
3. **Amendments in Bidding Documents:** At any time till **7 (seven) days before the deadline for submission of bids**, the AIIMS, Bhopal may for any reason, whether at own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document through amendment. All amendments will be uploaded on the related website regularly. AIIMS, BHOPAL shall not be responsible to notify the amendments to individual bidders. All amendments issued by the AIIMS, BHOPAL till 7 (seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.
4. **Withdrawal of Bid:** The Bidder can withdraw its Bid before the closure date and time of receipt of the Bid. The system shall not allow any withdrawal after expiry of closure time of the Bid.
5. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bhopal will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Section-III
Two Bids System

Two Bid System & Conditions

1. **Technical Bid:** All required documents are to be submitted/ uploaded online. However, **the following documents in Original are to be sent to I/c SPSO, Central Stores, Kautilya Bhawan, AIIMS, Bhopal - 462020, separately in a sealed envelope superscripted as “e-Tender No.: AIIMS/BPL/Patho/2026-27/13 Date: 12/05/2026”.**

The sealed envelope should reach on or before last date & time for submission of e-Tender i.e. before the due date of submission of online bidding.

- a. EMD (Bid Security)
- b. Undertaking for acceptance of all Terms & Conditions as per Annexure-I.
- c. Notarized affidavit on Indian Non-judicial stamp paper of ₹500/-as per Annexure-II.
- d. List of items (kits) without mentioning price.
- e. Technical Literature/Catalogue & documents of the quoted items that is technically relevant and supportive to the bid.
- f. The statement of deviation (Parameter wise) from the e-tender Technical Bid Specification as per Annexure-IV.
- g. The performance statement duly filled by the concerned firm/organization as per Annexure-V.
- h. The annual turnover statement (in the letterhead of the Chartered Accountant should be attached) as per Annexure-VI.
- i. The company/manufacturer must submit the most recent certificate in support of the products which are manufactured as per guidelines of a Good Manufacturing Practice (GMP). Certificate issued by a laboratory of the government or by a competent authority is to be attached; with the bid in case available or within 15 days from the date of issue of NOA.
- j. Declaration for manufacturing items and production capacity as per GMP-WHO & COPP as per Annexure-VII.

(Note : All the copies of uploaded documents duly signed & stamped by the Bidder as per the sections of Tender document, must be filed in a ring binder, properly indexed with page numbered).

2. **Financial Bid: Financial Bid to be submitted on line as per prescribed format (BoQ format) in Section X.** All quoted rates should be inclusive of **freight, packing, forwarding & insurance & Labor charges** and also percentage of GST etc. on Door Delivery basis at AIIMS, Bhopal.
- a. **Item wise evaluation will be done for determining lowest quoted price for each of the Items.**
 - b. L-1 will be decided on the lowest price **excluding GST of each product** for which the bidder is quoting
 - c. GST has to be mentioned clearly in percentage for each product..
 - d. If a firm quotes NIL charges, the bid shall be treated as unresponsive and will not be considered
 - e. The Financial Bid of bidders, who qualify in Technical Bid Evaluation, will be opened thereafter
 - f. The price in the Financial Bid to be quoted as per the **formulation unit only as mentioned in the list of items.**
 - g. The Tender Evaluation Committee may also verify the veracity of claims in respect of known Performance of the item(s) offered, experience and reputation of the bidder in the field, the financial solvency etc.
- (1) An offer submitted in vague/ambiguous financial terms and the like, shall be termed as non-responsive and shall summarily be rejected.
 - (2) Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

(3) Schedule of price bid in the form of BOQ_XXXX .xls:

The below mentioned (Section X) price bid format is provided as BoQ_XXXX.xls along with this Tender Enquiry Document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and tenderer is liable to be banned from doing business with AIIMS Bhopal.

(4) The authorized signatory of the bidder must digitally sign the bid. Individuals digitally signing the bid or other documents connected with a Rate Contract must specify whether he signs as:

- i) A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- ii) In case of partnership firm, he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- iii) Constituted attorney of the firm if it is a company.

Note:

1) In case of (4-ii) above, a copy of the partnership agreement duly registered with "Registrar of Firm's" or general power of attorney, in either, case, attested by a Notary Public should be uploaded, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be uploaded.

2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.

3) Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

(5) Bid sent by fax/email shall be ignored.

3. Bid Currencies: The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). Bids, where prices are quoted in any other way shall be treated as non-responsive and rejected.

(1) The Bidder shall indicate in the Price Schedule provided in BoQ all the specified components of prices shown therein including the unit prices on Free Delivery At Site basis, applicable GST, HSN Code, it proposes to supply against the requirement. The Bidders shall indicate MRP in the relevant column against each item of BoQ. The details about make & model, if applicable, may also be indicated. All the columns shown in the Price Schedule should be filled up as required.

(2) In no case the quoted rates should be more than MRP at the time of submission of quotation. If subsequently during the currency of Rate Contract there is decreased in MRP, the bidder shall inform the purchaser promptly along with revised reduced rates on pro-rata basis. In case, if bidder quotes more than MRP and/or does not inform purchaser about reduction in MRP, it will be viewed seriously and appropriate administrative action will be taken including de-barring the firm.

(3) If there is more than one schedule in the "Schedule of Requirements", the bidder has the option to submit its bid for any one or more schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods as specified in that particular schedule.

(4) The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the bids by the purchaser and will no way restrict the purchaser's right to award the Rate Contract on the selected bidder on any of the terms offered.

4. Firm Price

Prices quoted by the bidder shall remain firm and fixed during the currency of the Rate Contract and not subject to variation on any account. Purchase Orders will be placed by Centers/Hospital/Departments/Store Sections against this Rate Contract till the currency period of Rate Contract.

Section- IV

Eligibility Criteria

1. The manufacturer shall have a valid manufacturing drug license or duly acknowledged renewal application with old license issued by the State Licensing Authority/Central Licensing Approving Authority (wherever applicable). The firm is required to submit the renewal License copy immediately on receipt and suspension/cancellation of License if any must be informed immediately.
(a) Authorized distributor has to submit the manufacturing drug License.
2. In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India.
3. In case of manufacturer, it shall have valid GMP certificate as per Revised Schedule M of Drugs & Cosmetics Rule 1945/COPP (Certificate of Pharmaceutical Products)/WHO GMP certificate issued by the concerned licensing authority for drug items.
4. In case of imported item, WHO-GMP (of Manufacturer) & COPP (Certificate of Pharmaceutical Products) shall be submitted.
Note: Valid certificate mean the certificates should be valid at least on the date of opening of technical bid. The firm is required to submit the renewal License copy immediately on receipt of purchase order and suspension/cancellation of License if any must be informed immediately.
5. ****The Bidder should have experience (across at least 3 states of India) in supplying quoted item/Similar item as per tender specification to the State or Central Government or Government Hospitals/Corporate Hospitals/PSU Hospitals in India/UN agencies/Authorized agency of the State/Central Govt./PSU as a manufacturer during the last 2 (two) years. As per annexure -V**
6. The Bidders should have at least 02 (Two) years market standing for the quoted item(s) as per tender specification (In Annexure-III/Market standing certificate issued by the licensing authority to establish the 2 years' market standing for the quoted item(s) as per tender specification. This would not be applicable to new drugs, a certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in Form-46 for exemption. This would not be applicable for non- drug items.
7. Non-Conviction certificate issued by the licensing authority that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules.
8. **Financial Standing Criteria:** The Original Equipment Manufacturer (OEM) or Bidder shall have a **annual turnover of 53600000 /- and 6700000 /- respectively** or more in each year during last (3) three financial years in India. The proof of Turnover is to be furnished in the Annexure-VI certified by the Chartered accountant and supported by audited financial statement.
9. The manufacturer should have only one authorized agency/authorized stockiest for all their quoted items in Bhopal and around only for the purpose of supply of items. No part authorization of items will be entertained at any stage of Contract. Any change of authorization must be intimated to AIIMS, Bhopal without any delay. The registered office of authorized agency/ stockiest/distributor/dealer should be existing within Madhya Pradesh.
10. The drugs should have been evaluated and validated by at least one international agency like WHO, UNICEF and/or National level laboratories such as National Institute of Nutrition, Hyderabad; National Centre of Disease Control, Delhi; All India Institute of Medical Science, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research and Council of Scientific & Industrial Research Laboratories. The validation should include tests for the quality, packaging, ready to use testing (drop by drop), stability at various places, shelf life under sealed condition as well as open condition. The detail test report of all the test parameters must be furnished in the technical bid.
11. The participating bidder must have in house testing facilities and valid Good Laboratory Practice (GLP Certificate) as per schedule L1 of the Drugs and Cosmetic Rules issued by Central/State Drug Controller for the quoted common drugs (as applicable).

12. In case of newly introduced item(s), the participating Bidder will submit valid Certificate from Drug Controller General of India in support of the claim and valid Drug Licence from the concerned Licensing Authority.
13. In case of Proprietary item(s), participating Bidder will submit valid Certificate to this effect from State Drug Controller/Licensing Authority, else Bidder's claim will not be considered.
14. For the item(s) which are being imported, the participating Bidder will submit valid Import License issued by appropriate authority in India.
15. For the item(s) quoted in the Tender enquiry, participating Bidder will have to submit Original Label of all quoted items and Literature/Brochure/Catalogue of all quoted items.
16. The bidder should submit 05 nos. of end user certificate from any Govt./PSU Organization against execution of orders for tendered items.
17. A latest certificate of GST payment should be enclosed.

Note for Bidders:

'Doctrine of Substantial Compliance': The Eligibility Criteria are for short listing of sources who are competent to perform this contract to ensure best value for money from expenditure of Public Money. This process is neither intended to bestow any entitlement upon nor to create any rights or privileges for the Bidders, by way of overly hair-splitting or viciously legalistic interpretations of these criteria, disregarding the very rationale of the Eligibility Criteria. Keeping this caveat in view, interpretation by Procuring Entity would be based on common usage of terminologies and phrases in public procurement in accordance with the 'Doctrine of Substantial Compliance' and would be final.

Section-V**TECHNICAL SPECIFICATION OF ITEMS**

S. No	Description of items	Tentative Annual QTY required
1	CA Clean I(GSA-500A)-50 ml	150
2	CA Clean II(GSZ-500A)-500ml	6
3	Reaction Tube SU-40-3000/pack	60
4	CUVETTE SUC-400A – 3000/pack	1
5	Sample Plate SAP-400A – 50/pack	1
6	Control Plasma N – 1mlx10	50
7	Control Plasma P -1mlx10	6
8	Standard Human Plasma-1mlx10	5
9	PT-Multi Calibrator -1mlx6	1
10	LA Control High – 1mlx6	1
11	Innovance D-Dimer Controls – 2x5x1ml	15
12	Citrol 1E- 1mlx10	1
13	Citrol 2E-1mlx10	40
14	Citrol 3E -1mlx10	1
15	Thromborel S – 4mlx10	180
16	Thromborel S -10mlx10	1
17	Innovin(10:10nl) -10mlx10	1
18	Innovin (10:4nl)-4mlx10	1
19	Actin FS (10X 2ML)-	150
20	Actin FS (10x10ML)	1
21	Actin (10x2ML)	1
22	Actin (10X10ML)	1
23	Actin FSL(10X2ML)	1
24	Actin FSL(10X10ML)	1
25	Calcium Chloride-15mlx10	25
26	Innovance D-Dimer Kit -4mlx3	25
27	Factor II Deficient Plasma-1mlx3	1
28	Factor V Deficient Plasma-1mlx8	1
29	Factor VII Deficient Plasma – 1mlx3	1
30	Factor VIII Deficient Plasma-1mlx8	25
31	Factor IX Deficient Plasma 1mlx8	15
32	Factor X Deficient Plasma – 1mlx3	1
33	Factor XI Deficient Plasma – 1mlx3	1
34	FBG Determination Kit – 1mlx6	40
35	LA 1 – 2mlx10	12

36	LA 2 – 1mlx10	12
37	Innovance vWf Act – 2mlx3	1
38	Berichrom PC 10mlx3	15
39	Pro C Global -2mlx4	1
40	Protein S Ac -2mlx2	25
41	INNOVANCE Antithrombin – 2.7mlx4	1
42	Berichrom A2-Antithrombin 5mlx3	1
43	Berichron PLG – 5 mlx3	1
44	Berichron PAI – 4mlx3	1
45	Berichron F XIII - 5mlx3	1
46	Test Thrombin Reagent- 5mlx3	1
47	Berichrom Antithrombin III – 5 ml x6	1
48	vWFAg -2mlx4	1
49	Owren's Veronal Buffer – 15mlx 10	25
50	MULTIFIBREN U(10x2nl)	1
51	Von Willebrand Reagent -2mlx5	1
52	Innovance Free Protein S Ag - 4 ml x 3	1
53	Berichrom C1-Inhibitor – 5mlx3	1
54	Factor VIII Chronogenic Assay Kit – 2mlx2	1
55	Reagent Cap L CSL-400A – 100-pack	1
56	Reagent Cap L CSL-400A – 200-pack	1
57	CAP NO.527 (KitNo.106) – 10/pack	1
58	CAP NO.528 (KitNo.105) – 10/pack	1
59	SLD mini cup – 500/pack	1
60	Revohem Arachidonic Acid – 3x0.625ml	1
61	Revohen ADP – 3x0.625ml	1
62	Revohen Collagen -3x0.625 ml	1
63	Revohen Epinephrine – 3x0.625ml	1
64	Revohem Ristocetin – 3x0.625ml	1
65	TRASHBOXLINERCS2(TBL-400A) – 1pack	1

Note: Qty of the items mentioned in the above table may be increase or decrease depend up the uses of the Hospital

Section-VI

GENERAL CONDITIONS OF CONTRACT

1. **Validity of Tender :** The validity of the Bid Tender Document shall be for **180 (One hundred and eighty) days** from the date of last date of submission of the bid.
2. If required Qualified Bidders need to arrange a demonstration of the quoted products, if required by Technical Specification Evaluation Committee (TSEC). Failure to arrange for a demonstration on the given date may lead to cancellation of the bid or depends upon recommendation of TSEC. Cost of organizing such demonstration shall be borne by the bidder.
3. The supply of Common Drugs/Products/Articles should be of required quality/ standard as per specification, having useful life as specified in this tender and supply should be made in good condition to the Central Stores, AIIMS , BHOPAL by the bidder at their own cost i.e., F.O.R.at AIIMS Bhopal . Any spurious/ to be expired/ sub-standard item has to be replaced by the bidder without any fail at their own cost. If the supplier, having been notified, fails to respond to take action to replace the sub-standard items within 02 weeks on a 24x7x365 basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
4. If the selected Manufacturers or their authorized distributors fail in replacing the defected/spurious/expired/ soon to expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% per week or part thereof of total order value per week or part thereof exceeding 02 week (date of purchase order and date of delivery being excluded), subject to maximum of 10% of total order value as penalty and the actual cost paid to other sources by the AIIMS, Bhopal , for the desired Drugs for Hospital, shall be deducted from the Manufacturers or their authorized distributors pending bills of any of the poor Performance Security.
5. **Fall Clause:** If at any time during the execution of the contract, the Manufacturers/Authorized Distributor reduces the sale price or sells or offers to sell such stores, as a recovered under the contract, to any person/organization including the purchaser or any department of Central Government or any department of AIIMS Bhopal / PSU sat a price lower than the price chargeable under the contract during the Current Financial Year, he shall forthwith notify AIIMS, Bhopal. The necessary difference amount about such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and deposited to AIIMS Bhopal by the Bidder or AIIMS Bhopal will deduct from the pending bills/Performance Security Deposit to recover the loss to the Government.
6. The Executive Director, AIIMS Bhopal has full authority to take into account the performance of eligible Manufacturers or their authorized distributors and they should submit a latest performance certificate from any other Govt. Hospitals/Institutions/PSUs to testify the proper dealing & performance and Supply of Items. Any form of tampered document shall be out rightly rejected.
7. Purchase Order(s) will be placed from time to time during the currency of the contract in which exact quantities required on each occasion together with the date of delivery shall be specified. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the rate contract holder firm will have to supply quantity as may be ordered during the currency of the contract.
8. Purchase Order(s) against the contract will be accepted as long as these reach the Rate Contract holder/ firm on or before last date of the currency of the contract. Purchase Orders received during the closing days should be complied with in due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.
9. Delivery of supplies/Stores: Delivery of stores shall be F.O.R to Central Stores, AIIMS Bhopal. The AIIMS Bhopal is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers.
10. The firm will be bound to supply the ordered items preferably within 30 days of issuance of purchase order. Extension shall not be allowed in ordinary course, except in cases of any natural calamities, All India Transportation strike (with sufficient proof). Any other genuine case of request of extension maybe considered/allowed (subject to approval from Competent Authority) provided that the request is

received within 10-15 days of receipt/acceptance of Purchase Order. Thereafter, suitable action as deemed fit, will be initiated. If the items are imported one, necessary documentary proof along with a request letter from the Manufacturer thereof may be submitted for consideration of 90 days Delivery Period for such items.

11. The supplier shall supply the materials along with copy of Invoice, Purchase Order, Test Report, Delivery Challan and other relevant documents at the Central Stores, AIIMS, Bhopal . Where more than one batch of itmes is supplied under one Invoice, the quantities of each batch supplied shall be clearly specified. The date of manufacture, the date of expiry of each shall be specified. The quantity supplied shall be in terms of the Units mentioned in the Tender Document/ PO. *The suppliers are cautioned that the variation in the description of product in the Invoice/analysis report and actual supplies will be considered as improper invoicing and will be dealt accordingly.*
12. The penalty @ 0.5% per week or part thereof will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be **10%** against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only **5 weeks** from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD. Purchase Order & even contract at any time after expiry of the allowable period for supply of the materials. The competent authority of the institute may also cancel the supply. In such a case, bid security of the supplier shall stand forfeited.
13. Part/Partial supply will not be accepted. However, in special circumstances, part supply may be accepted as per the institutional requirement with prior written permission and total delivery is to be completed within stipulated delivery period. The Part billing is strictly prohibited.
14. In case the quality of goods supplied are not in conformity with the standard given in tender and as per
15. the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The competent authority reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidates damages shall be charged.
16. In case the bidder on whom the purchase order has been placed, fails to make supplies within the delivery schedule and the purchaser has to resort risk purchase, the purchaser (AIIMS, Bhopal) may recover from the bidder the difference between the cost calculated on the basis of risk purchase price and that calculated on the basis of rates quoted by bidder. The amount will be recovered from any of his subsequent/pending bills or Security Deposit & black listing of the firm may be initiated depending upon the circumstances of the default/merit of the case.
17. The quantity for supply will be as per the requirement of user departments and is subject to increase/decrease at the discretion of the competent authority of AIIMS, Bhopal .The payment would be made for actual supply made as per purchase order.
18. The selected Manufacturers or their authorized distributors shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours and on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even at short notice to AIIMS Bhopal .The selected manufacturer should submit two working e-mail IDs for all official correspondence which will be registered in the vendor directory. Any changes in the Mail IDs must invariably be informed immediately to AIIMS, Bhopal.
19. Testing of Items: The AIIMS Bhopal shall be at liberty to undertake regular and random testing of item(s) supplied by the Rate Contract Holder at regular interval to maintain and ensure the quality of item(s) supplied by any Govt. Approved Laboratory. The report of the Govt. Approved Laboratory shall be binding on the Rate contract Holder firm, If the R/C holder disagrees with the outcome of test result, may approach Appellate Authority for drugs i.e., CDSCO for a fresh test of the sample within three months from the date of communication of the disputed test report to the Rate contract holder firm.
20. If single item/Batch of item(s) is/are declared NSQ (Not of Standard Quality) under Central Drugs Standard Control Organization (CDSCO), then the supplier has to take back all the NSQ items immediately and replace the quantity. Recovery will be initiated wherever payment had already been made. Rate contract Holder will be liable to pay damages/compensation (if any) to individual/individuals arising due to consumption of such NSQ declared items and in case of any
21. Adverse reaction reported in the Hospital during administration of the item(s).If more than

- onetime/batch of items belonging to a particular firm is declared NSQ within a year, then the firm will immediately be debarred from current and all future rate contracts of AIIMS, Bhopal for a period of three years. This will also lead to forfeiture of Performance Security of the concerned firm.
22. Payments: 100% payment shall be released after successful delivery of the ordered goods against the satisfactory inspection report/taking charge report by the User Dept. and only after the submission of the performance security duly confirmed by issuing bank, within to 30 to 45 days.
 23. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment. Payment shall be released after deducting TDS as per Income Tax Rules and any other deductions as per Government rules only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office and accepted. If any item is found to be sub-standard, or not of the desired quality at any point of time of the contract period, the same shall be replaced immediately, for which no extra payment shall be made by AIIMS Bhopal.
 24. The bills raised by the selected Manufacturers/Authorized Distributors should have all tax registration numbers printed on bill. The bill shall be signed by the authorized signatory of the firm across a revenue stamp. Validity of the tax registration during the currency of contract shall be the sole responsibility of the tendering eligible Manufacturers. The bill shall be raised indicating permissible taxes separately and the copies of proof of GST or other applicable taxes deposited to Tax Authorities by the firm for recent period, just before the submission of Bills must also be enclosed for reference of AIIMS Bhopal authorities.
 25. The tendering Manufacturers or their authorized distributors shall be bound by the details furnished by him/her to the AIIMS, Bhopal while submitting the tender or at subsequent stage. Upon selection of the tendering Manufacturers, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles are found of poor quality/different specifications, it would be deemed to be a breach of terms of contract, the contract shall be cancelled, legal action as deemed fit will be taken and performance security shall stand forfeited.
 26. The Lowest quoted rate by the selected tendering Manufacturers or their authorized distributors as approved by the All India Institute of Medical Sciences (AIIMS) Bhopal, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
 27. The selected firm(s) shall not be allowed to transfer, assign, pledge or sub-contract its rights and the contract will be valid from the date it is awarded/formalities completed. This office will, however, reserve the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed shall be required to be rectified and compliance reported. This office reserves the right to suo-moto terminate the contract by giving one month's notices at any point of time.
 28. The Life period of any of the item supplied by the successful Bidder/Bidders will have the Minimum of two third of the expiry period remaining on the date of receipts of Items in AIIMS Bhopal. The supplied items having less than two-third expiry period to AIMS Bhopal shall not be accepted. Loss or premature deterioration due to biological and/or other Factors during life span of Stores against the manufacture's standard warranty/Expiry of such items shall be replaced by the Bidder on free of cost.
 29. Inspection of supplies: -Inspection will be done by the duly constituted committee members nominated by Executive Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal premises at designated place.
 30. The AIIMS Bhopal shall not be responsible for any financial loss or other damage or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/purchase order for supplying of Stores/Goods/Items at AIIMS Bhopal.
 31. Packaging & marking of supplies: -The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. Both on large and smallest units (Bottle/Strips/pack) of the Drugs, it is mandatory to Print/Sticker/stamp in indelible ink on label/packets/cartons "GOVT. SUPPLY, NOT FOR SALE/FOR USE BY AIIMS, BHOPAL" & No Price Should be quoted/printed on the Label. Cases, wherein quoting of price cannot dispensed with, it should be covered in indelible ink.

32. Disputes & Arbitration: -All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
33. Law governing the contract and Jurisdiction: -The contract shall be governed under Indian Contract Act 1872 and instructions thereon from the government of India. The Court of Bhopal. shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
34. PERFORMANCE SECURITY DEPOSIT: -The successful Bidder will liable to deposit 5%of Contract order value of the Rate Contract as Performance Security Deposit in favor of “ The Executive Director, AIIMS Bhopal” by way of “Performance Bank Guarantee in the format given at “Annexure-X”/Fixed Demand Receipt” from Scheduled Nationalized/Commercial Bank refundable after expiry of the Rate Contract(i.e. 27months). No dues certificate from the User department /Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned Rate Contract by the Supplier Agency, the Performance Security Deposito be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.
35. Parallel Rate Contract/Purchase: The AIIMS Bhopal reserves the right to place an order for supply of any items mentioned in the Rate Contract at any stage to any other firm(s) without any information to the Rate Contract holder. Purchaser reserves the right to conclude one or more than one rate contract for the same item.
36. After due evaluation of the bid(s), Institute will award the contract to the responsive bidder who has quoted the lowest Price in each of the items. Item wise evaluation will be done for determining lowest quoted price in each of the Items. The Purchaser will have the option to negotiate with L1bidderthe price with the bidders if situation warrants.
37. Conditional Bids will be treated as unresponsive and therefore shall be rejected.
38. The Institute reserves the right to accept in part or in full or reject any or more Tender/offer without assigning any reasons or cancel the tendering process and reject all Tender at any time prior to award of contract, without accepting any liability, whatsoever.
39. In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor/ trivial nature of deviations in the submission of documents may be ignored or may be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
40. The Bidder shall be responsible for properly uploading the relevant documents in the e-Tender portal in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line Bid.
41. 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 restrictions, strikes, lock out or act of God (herein after 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 contact 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, BHOPAL may, opt to terminate the contract.

42. Debarment from bidding: A bidder shall be debarred if he has been convicted of an offence-
- under the Prevention of Corruption Act, 1988 or
 - the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
43. A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
44. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
45. Code of Integrity: No official of the bidder shall act in contravention of the codes which includes prohibition of
- Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - Obstruction of any investigation or auditing of a procurement process.
 - Making false declaration or providing false information for participation in a tender process or to secure a contract.
 - Disclosure of conflict of interest.
 - Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause with any entity in any country during the last three years or of being debarred by any other procuring entity.
46. The purchaser will reject a proposal for award if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
44. The Executive Director, AIIMS Bhopal, India has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons thereof and also to cancel the supply at any time without assigning any reason.

Section-VII

INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

The bidders shall submit their online bids as per the instruction given for online bid process. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

Registration on CPP Portal:

- i) 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.
- ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii) 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.
- iv) 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.
- v) 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.
- vi) 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 Enquiry Document on CPP Portal:

- vii) 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.
- viii) 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.
- ix) 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 for uploading on CPP Portal

- x) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- xi) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the 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.
- xii) Bidder, in advance, should get ready the documents/ BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

xiii) 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 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 for uploading on CPP Portal

- (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 Enquiry document.
- (3) Bidder has to select the payment option as “offline” to pay the Bid Security/ EMD as applicable and enter details of the instrument.
- (4) Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption 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. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- (8) The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.
- (9) 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.
- (10) 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.
- (11) Assistance to Bidders for uploading CPP Portal:
 - i) Any queries relating to the Tender Enquiry 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 NIT.
 - ii) 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

1. Documents to be submitted through Offline mode:

The bidder is requested to submit the following documents offline to The I/c SPSO, Central Stores, Kautilya Bhawan, AIIMS, Saket Nagar, Bhopal (M.P) – 462020 on or before the date & time of submission of bids specified in covering letter of this tender document, in a Sealed Envelope. The envelope shall bear (name of the tender), the tender number and the words ‘DO NOT OPEN BEFORE’ (due date & time).

- EMD-Bid Security in Original, in shape of FDR/BG only in favour of The Executive Director AIIMS, Bhopal, valid for a period 180 days.
- Documents as Per NIET.

2. Public Online Tender Opening Event (TOE):

The e-Procurement portal offers a unique facility for ‘Public Online Tender Opening Event (TOE)’. Tender Opening Officers as well as authorized representatives of bidders can attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

For this purpose, representatives of bidders (i.e. Supplier organization) duly authorized. Every legal requirement for a transparent and secure ‘Public Online Tender Opening Event (TOE)’ has been implemented on the portal. As soon as a Bid is decrypted, the salient points of the Bids are simultaneously made available for downloading by all participating bidders. The medium of taking notes during a manual ‘Tender Opening Event’ is therefore replaced with this superior and convenient form of ‘Public Online Tender Opening Event (TOE)’. The portal provides a unique facility of ‘Online Comparison Statement’ which is dynamically updated as each online bid is opened. The format of the Statement is based on inputs provided by the Buyer for each Tender. The information in the Comparison Statement is based on the data submitted by the Bidders. A detailed Technical and / or Financial Comparison Statement enhance Transparency. Detailed instructions are given on relevant screens. The portal has a unique facility of a detailed report titled ‘Online Tender Opening Event (TOE)’ covering all important activities of ‘Online Tender Opening Event (TOE)’. This is available to all participating bidders for ‘Viewing/Downloading’. There are many more facilities and features on the portal. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

Important Note: In case of internet related problem at a bidder’s end, especially during ‘critical events’ such as – a short period before bid-submission deadline, during online public tender opening event it is the bidder’s responsibility to have backup internet connections. In case there is a problem at the e- procurement / e-auction service-provider’ send (in the server, leased line, etc) due to which all the bidders face a problem during critical events, and this is brought to the notice of AIIMS BHOPAL by the bidders in time, then AIIMS BHOPAL will promptly reschedule the affected event(s).

It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups and minimize teething problems during the use of the said portal.

Section-VIII

Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” All India Institute of Medical Sciences, Bhopal.

E-Tender No. AIIMS/BPL/Patho/2026-27/ 13

Date 12/05 /2026

CHECKLIST OF IMPORTANT DOCUMENTS

The Scanned copies of the following Mandatory documents to be uploaded one-Tendering Portal in the following format:

S/N	Details/Particulars	Document required	Uploaded (Yes/No)	Page No.
1	Name, Address, Email IDs & Designation of the Authorized person for signing the bid documents.	Mention in Letter Head		
2	Name, Address, Email ID, Phone & Fax No. of Office (Firm)/Go-down/Authorized supplier	Mention in Letter Head		
3	PAN No.	Attested copy of PAN Card		
4	GST Registration No.	Attested copy of GST Registration Certificate		
5	Annual Turn Over for last Three financial years.	As per Annexure-VI in the letter Head of CA along with copies of authenticated Balance Sheet & P&L Account for the last three Financial years.		
6	Details of the Earnest Money Deposit (EMD) Rs.	As per Annexure-VIII (BG/FDR copy)		
8	Whether the firm is a registered firm under MSEs. MSME/NSIC/SSI are exempted from EMD. (subject to provide the copy of registration along with technical bid)	Attested copy of MSME/NSIC/SSI Registration Certificate.		
9	Undertaking for acceptance of all Terms & Conditions in original (Annexure-I) on Indian Non-Judicial Stamp Paper of Rs.500/-	Notarized Affidavit		
10	Original copy of Integrity Pact on Non Judicial Stamp Paper worth of ₹500/-as per Format given at Annexure-XIII	Notarized Affidavit		
11	Criminal Liability Undertaking as per (Annex.-II) on Indian Non-Judicial Stamp Paper of Rs.500/-	Notarized Affidavit		
12	Manufacturing Licence/Import Licence Certificate (Annex. – III)	Attested copy of Certificate		
13	Valid GLP(Good Laboratory Practice) Certificate Issued by Central/State Drug Controller/FDA	Attested copy of Certificate		
14	Whether the products/items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical	Annexure-IV typed on letter head along with Copy of the relevant documents.		

	Specification must been closed.-(Annex.-IV)			
15	Performance statement Form as per Annex.-V (05 Nos. user Certificate along with PO copies)	Annexure-V typed on letter Head along with Attested Copy of the relevant documents		
16	The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC & I (DIPP), Govt. Of India, therefore bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim.	Attested copy of Certificate		
17	Details of Licence	Copy of the documents & Attested copy of Certificate		
18	OEM Authorization letter of Distributer/Dealer	Attested copy of Certificate		
19	Valid GMP/COPP/Certificate(Annexure-VII)	Attested copy of Certificate		
20	Quality Management System (QMS) Certificate	Attested copy of Certificate		
21	Original Label of all quoted items and Technical Literature/Catalogue & documents	Copy of the documents		
22	Newly introduced item Certified by the Concerned Licensing Authority.(if applicable)	Attested copy of Certificate		
23	Any other information, if necessary			

Signature of the bidder with seal

Place.....

Date:.....

Section-IX TECHNICAL BID**E-Tender No. AIIMS/BPL/Patho/2026-27/13****Dt 12/05/2026****Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” All India Institute of Medical Sciences, Bhopal.**

S. No	Description of items	Tentative Annual QTY required
1	CA Clean I(GSA-500A)-50 ml	150
2	CA Clean II(GSZ-500A)-500ml	6
3	Reaction Tube SU-40-3000/pack	60
4	CUVETTE SUC-400A – 3000/pack	1
5	Sample Plate SAP-400A – 50/pack	1
6	Control Plasma N – 1mlx10	50
7	Control Plasma P -1mlx10	6
8	Standard Human Plasma-1mlx10	5
9	PT-Multi Calibrator -1mlx6	1
10	LA Control High – 1mlx6	1
11	Innovance D-Dimer Controls – 2x5x1ml	15
12	Citrol 1E- 1mlx10	1
13	Citrol 2E-1mlx10	40
14	Citrol 3E -1mlx10	1
15	Thromborel S – 4mlx10	180
16	Thromborel S -10mlx10	1
17	Innovin(10:10nl) -10mlx10	1
18	Innovin (10:4nl)-4mlx10	1
19	Actin FS (10X 2ML)-	150
20	Actin FS (10x10ML)	1
21	Actin (10x2ML)	1
22	Actin (10X10ML)	1
23	Actin FSL(10X2ML)	1
24	Actin FSL(10X10ML)	1
25	Calcium Chloride-15mlx10	25
26	Innovance D-Dimer Kit -4mlx3	25
27	Factor II Deficient Plasma-1mlx3	1
28	Factor V Deficient Plasma-1mlx8	1
29	Factor VII Deficient Plasma – 1mlx3	1
30	Factor VIII Deficient Plasma-1mlx8	25
31	Factor IX Deficient Plasma 1mlx8	15
32	Factor X Deficient Plasma – 1mlx3	1

33	Factor XI Deficient Plasma – 1mlx3	1
34	FBG Determination Kit – 1mlx6	40
35	LA 1 – 2mlx10	12
36	LA 2 – 1mlx10	12
37	Innovance vWf Act – 2mlx3	1
38	Berichrom PC 10mlx3	15
39	Pro C Global -2mlx4	1
40	Protein S Ac -2mlx2	25
41	INNOVANCE Antithrombin – 2.7mlx4	1
42	Berichrom A2-Antithrombin 5mlx3	1
43	Berichron PLG – 5 mlx3	1
44	Berichron PAI – 4mlx3	1
45	Berichron F XIII - 5mlx3	1
46	Test Thrombin Reagent- 5mlx3	1
47	Berichrom Antithrombin III – 5 ml x6	1
48	vWFAg -2mlx4	1
49	Owren's Veronal Buffer – 15mlx 10	25
50	MULTIFIBREN U(10x2nl)	1
51	Von Willebrand Reagent -2mlx5	1
52	Innovance Free Protein S Ag - 4 ml x 3	1
53	Berichrom C1-Inhibitor – 5mlx3	1
54	Factor VIII Chronogenic Assay Kit – 2mlx2	1
55	Reagent Cap L CSL-400A – 100-pack	1
56	Reagent Cap L CSL-400A – 200-pack	1
57	CAP NO.527 (KitNo.106) – 10/pack	1
58	CAP NO.528 (KitNo.105) – 10/pack	1
59	SLD mini cup – 500/pack	1
60	Revohem Arachidonic Acid – 3x0.625ml	1
61	Revohen ADP – 3x0.625ml	1
62	Revohen Collagen -3x0.625 ml	1
63	Revohen Epinephrine – 3x0.625ml	1
64	Revohem Ristocetin – 3x0.625ml	1
65	TRASHBOXLINERCS2(TBL-400A) – 1pack	1

Signature, Name of Authorized Person of the Bidder with seal

Place:

Date:

Contact Cell No.: Email ID:.....



अखिलभारतीयआयुर्विज्ञानसंस्थान(एम्स)भोपाल
ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

Section-X
Financial Bid

E-Tender No. AIIMS/BPL/Patho/2026-27/13 dt- 12/05/2026

Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

Note:

(Fill and Upload the Financial Bid in the BOQ Excel Sheet Format of Financial Bid E-Tendering Portal)

1. Rates for the Consumables/ items should be quoted in the uploaded BOQ.
2. All quoted rates should be inclusive of everything viz. Freight Charges, Packing Charges, Forwarding & Insurance Charges, Transportation & Octroi up to FOR,GST/Custom Duty (add applicable CD% beyond the CDEC Provided by AIIMS Bhopal). **Quoted Price means that all such expenses have been taken inaccount by the Bidder and are inclusive in the Quoted Offered Price.**
3. The supply of Consumables/Goods/Stores/Articles will be brand new and supply should be made in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost up to F.O.R. to AIIMS Bhopal.
4. The L-1 for each of requested item given in the Schedule of Requirement at **Annexure-I** will be determined on the Unit Cost of Consumables/Reagents/article/items.
5. The rates should be quoted in Indian Rupees in figure as well as in words only.

For any query related to this E-tender can be mailed to spso@aiimsbhopal.edu.in sanjay.storekeeper@aiimsbhopal.edu.in the Office of the SPSO, Central Stores, Kautilaya bhawan, AIIMS, Bhopal.

I/c SPSO
On behalf of the Executive Director AIIMS
Bhopal

1.

Annexure-I

Sub: Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

UNDERTAKING

FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN THIS TENDER DOCUMENT

(To be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary)

E-Tender No. AIIMS/BPL/Patho/2026-27/13 dt: 12/05/2026

To

The Executive Director,
AIIMS Bhopal

Sir/Madam,

1. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL-462020 to supply the approved awarded items in the approved prices to AIIMS Bhopal.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhopal (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
4. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given datemay lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.
5. I/We are now enclosing herewith the FDR/EMD Bank Guarantee/D.D. No. Dated_Issued by Bank_for Rs-2,17,000/- (Two lac Seventeen Thousand only) drawn in favour of the “Executive Director, AIIMS Bhopal ”towards EMD /BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. AIIMS Bhopal will not pay any interest for the same and to be kept in the Technical Bid envelope.
6. The undersigned certify that I/we have gone through the entire tender documents including terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any I/We undersigned hereby bind myself/ourselves to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, BHOPAL-462020 to supply the approved awarded items in the approved prices to AIIMS Bhopal.
7. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhopal (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
8. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Executive Director, AIIMS Bhopal (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me/us.
9. I/we undertake to arrange for a demonstration of the Items, if required. Failure to arrange for a demonstration on the given date may lead to cancellation of our bid. Cost of such demonstration shall be borne by me/us.

1.

10. I/We are now enclosing herewith the FDR/EMD Bank Guarantee/D.D. No. Dated_____ Issued by Bank for Rs. 4,03,000/- (Four lac three Thousand only) drawn in favour of the “Executive Director, AIIMS Bhopal” towards EMD /BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. AIIMS Bhopal will not pay any interest for the same and to be kept in the Technical Bid envelope.
11. **PERFORMANCE SECURITY DEPOSIT:** - The successful Bidder will liable to deposit 5% of value of the Rate Contract as Performance Security Deposit in favor of “The Executive Director, AIIMS Bhopal” by way of “Performance Bank Guarantee in the format given at “**Annexure-X**”/Fixed Demand Receipt” from Scheduled Nationalized/Commercial Bank refundable after expiry of the Rate Contract (i.e. **27 months**). No dues certificate from the Central Store/Authorities is required to be obtained by the Supplier Agency after the successful completion of validity period of Performance Security Deposit and on receipt of No dues Certificate and satisfactorily completion of contractual obligation against concerned Rate Contract by the Supplier Agency, the Performance Security Deposit to be refunded to the concerned Supplier Agency by AIIMS Bhopal. Performance Security Deposit/EMD is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. Failure to furnish Performance Security in time would entail for feature of Earnest money deposited by the Firm & the Cancellation of their Offer.
12. If it is deemed necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
13. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
14. If I/We fail to execute the contract after receipt of NOA within stipulated time or fail to supply the stores in stipulated period the AIIMS Bhopal has full power to compound or forfeit the Bid Security/ Performance Security deposit.
15. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.
16. I/we undertake to supply the ordered items within stipulated period and if fail to supply during the stipulated period the necessary action can be taken by the Executive Director, AIIMS Bhopal , India.
17. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
18. I/We undertake that the items supplied are as per Make/Catalogue/technical literature description.
19. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the items at the prices and rates not exceeding those mentioned in the Financial Bid.
20. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Executive Director, All India Institute of Medical Sciences, Bhopal (India) will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.500/-Non-judicial Stamp Paper duly attested by Public Notary)

E-Tender No. AIIMS/BPL/Patho/2026-27/13 dt: 12/05/2026

E-Tender for Rate Sub: Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

I.....S/o

..... Resident of

.....

.....Do solemnly pledge and affirm:-.....

1. That I am the proprietor /partner/authorized signatory of M/s.

.....

... That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST Blacklisting is pending against my firm

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

Annexure-III

**E-Tender for Sub :_Rate Contract for Supply of Regents and Consumables for
(Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS,
Bhopal**

Manufacturing License/Import license Certificate

This is to certify that M/s_____ are holding valid **Manufacturing License/Import license Certificate** No._____ dated _____ of the State and they are manufacturing/Importing the following products.

LIST OF ITEMS QUOTED

**FORMAT OF SUBMISSION OF VALID REVISED SCHEDULE –M/WHO-GMP/ IMPORT/
COPP/ MANUFACTURING LICENSE/IMPORT LICENSE (STRICT COMPLIANCE)**

Sr.No.	Items serial no. as per tender list	Name of Drugs	Page no. Tender where valid WHO-GMP/ Revised Schedule M/ import license/ COPP/Public Sector undertakings enclosed	Page no. Tender where valid Manufacturing License/Import license enclosed.

SIGNATURE AND ADDRESS OF THE BIDDER

Note:-

- 1. Strict Compliance:** - All the bidders are directed to mention the page number of the tender document where WHO-GMP/ Revised Schedule ‘M’ & page number of manufacturing license for indigenous drugs / import license for imported drugs enclosed. Merely mentioning the word ‘**Enclosed**’ may lead to rejection of tender / bid. Submission
- 2.** Original letter’s scanned copy may be uploaded and handed over as and when directed.

Annexure-IV

**E-Tender for Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer)
for the dept. of Pathology” AIIMS, Bhopal
DEVIATION STATEMENT FORM**

The following are the particulars of deviations from the requirements of the tender Specifications.

Sl.No	Item Code	Description	Specification As per Tender	Deviations	Remarks (including Justification)

Signature Seal of the Firm/organization

Place:

Date:

Note: Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No deviations”

Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

PERFORMANCE STATEMENT FORM

Name of the Firm.....

Sl. No.	Order placed by(Full address of Purchaser)	Order No. & date	Value of order	Have the items Been supplied satisfactorily (Yes/No)

Signature Seal of the Firm/organization

Place:

Date:

Note: Documents to be attached in support of the above

Annexure-VI

Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

ANNUAL TURNOVER STATEMENT

(In the letter head of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S _____ who is a manufacturer and bidder for I.V. Fluids as per audited Financial Statements are given below and certified that the statement is true and correct to the best of our knowledge and belief.

Sl. No.	Financial Year	Turnover in Crores (Rs.) both in figures & words
1	2023-24	
2	2022-23	
3	2021-22	

Date:

Place: Signature of Auditor/Chartered Account:

(Name in Capital):

Seal

Membership No:

N.B: This turnover statement should also be supported by copies of audited annual statement of the last three financial years/Annual Report and the turnover figures mentioned above should be highlighted there.

Annexure-VII

Rate Contract for Supply of Regents and Consumables for (Sysmex Coagulation CA 1500 Analyzer) for the dept. of Pathology” AIIMS, Bhopal

DECLARATION FOR MANUFACTURING ITEMS AND PRODUCTION CAPACITY AS PER GMP/WHOGMP/COPP (FOR DRUGITEMS) (To be submitted in Part-I Technical Bid)

01. Name and Address of the Firm:

02. Name of Proprietor/Partner/The Executive Director:

03. Name, Designation and address of Person responsible to the company under Section 34 of D and C Act 1940:

04. GMP Certificate as per Revised Schedule “M”/COPP/WHOGMP:

05. Testing Facilities (List of Equipment to be furnished Separately in the format to meet the benchmark vide Annexure/own facility/name of approved institutions carrying out testing of drugs on behalf of the firm

Chemical Method : Yes/No

Instrumental: Yes/No

(Type of Instrument Provided as indicated in Annexure)

Biological: Yes/No

Micro Biological : Yes/No

Animal Testing : Yes/No

(C) Production Capacity(Section Wise) in detail based on the quoted items.

Signature and Seal of Proprietor/Partner/Executive Director

To be attested by the Notary/Gazetted Officer/Licensing Authority

EMD BANK GUARANTEE (EMD-BG) FORMATE

Whereas _____
(hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (herein after called the "Tender") against the Purchasers E-Tender Enquiry No. _____ Know all persons by these present that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (herein after called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its success or sand assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 2025. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (270 Days):-
 - a) Fails or refuses to furnish the performance security for the due performance of the contract. or
 - b) Fails or refuses to accept/execute the contract. or
 - c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This EMD Bank Guarantee will remain in force for a period of tender validity for 270 Days (i.e. for Nine Months) from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____

Issuing Branch with Telephone No. & Email ID _____

EMD Declaration Form

(It should be on letter head.)

E-Tender No. AIIMS/BPL/Patho/2026-27/13

Date:- 12/05/2026

**To,
The Executive Director,
All India Institute of Medical Sciences,
Saket Nagar, Bhopal- 462 020 (MP)**

Dear Sir,

I/We accept that I/We may be disqualified/debarred from bidding for any contract with you for a period of one year from the date of notification, if I am /We are in a breach of any obligation under the bid conditions, because I/We have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the NIT; or having been notified of the acceptance of our Bid by the purchaser during the period of bid validity fail or refuse to execute the contract, if required, or fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Yours faithfully

Name of Bidder:

Place.....

Address: (Signature of Bidder with seal)

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

To,

**The Executive Director,
All India Institute of Medical
Sciences Saket Nagar, Bhopal-
462020(MP)INDIA**

WHEREAS_(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no.....

Dated ___to supply (Stores) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHERE AS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of._(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 6 (Six) months or more from the date of satisfactory acceptance of Supplies in the User Department at AIIMS Bhopal i.e. upto

.....

(indicate date).

.....
.....
(Signature with date of the authorized officer of the
Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

RATE CONTRACT AGREEMENT FORMAT

(Form for Entering into Rate Contract with the Qualified Tendered on Non-Judicial Stamp Paper worth of Rs.500/-) E-TENDER No. **AIIMS/BPL/Patho/2026-27/13** dt **12/05/2026**

This agreement is made on the.....the day of..... **Two Thousand Twenty Six between The Executive Director, All India Institute of Medical Sciences (AIIMS) Bhopal, Saket Nagar, Bhopal-462020(MP) herein after called ‘Client/First Party’** which expression shall, 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 _____ which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc. of the **Authorized Distributor Supplier /Second Party**.

Brief particulars of the Stores/Goods/Items, which rates are approved and accepted by the AIIMS Bhopal (First Party) and shall be supplied/ provided by the supplier Agency (Second Party) is as under:-

Table No.1: Accepted and Approved Price:-

Sl. No.	Consumables and Accessories	Qty.	Basic Price (In Rs.)	GST 18% (In Rs.)	Unit Price (Incl. GST & all) (In Rs.)
1.					
2.					
3.					
4.					

1. The Rate Quoted by Supplier Agency (Second Party) and accepted and approved by AIIMS Bhopal (First Party) for above said Proprietary Article Consumables/Accessories/Stores shall remain **valid for period for 2 Years** [further extendable by one (01) year] No claim of Second Party for increase of the above mentioned Proprietary items rates during the currency of this Rate Contract shall be entertained by First Party.
2. The Second Party is liable and ensure that the supplied Proprietary Articles Consumables/Accessories/Stores are brand new and supply in good conditions to the respective stores by the bidder whether imported or indigenous items at their own cost & risk up to F.O.R. to user Department (i.e. where the equipment needs to be installed/used) at AIIMS Bhopal. Second Party should arrange replacement of **substandard/damaged or lesser shelf life items** as and when the intimation is received from First Party on free of cost on immediate basis(**i.e. within in 10 Days period**).
3. If the Principal Manufacturer on whose behalf of Second Party will be supplying the Items to First Party withdraws rights of distribution from the Distributor/Dealer Agency during validity period of agreement, the Original Manufacturer himself will be responsible for supply of the approved Proprietary Articles to (First Party) AIIMS Bhopal directly till the new Distributor/Dealer Agency appointed by him for AIIMS Bhopal supply. The Executive Director, AIIMS Bhopal has right to cancel the eligibility of the such discontinued Distributor/Dealer Agency and accept the candidature of new coming authorized Distributor/Dealer of the Original Manufacturer on receiving official communication from his end.
4. The Second Party shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agencies without prior written consent of the First Party (The Executive Director, AIIMS Bhopal). If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled and the necessary action as deemed fit may be taken against Second Party by first Party.

5. The First Party shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Second Party in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of ordered Proprietary Articles Equipment/Stores/Goods/Items at AIIMS Bhopal.

6. The Second Party will not request to First Party for increase in quoted price and change in quality of product during the validity of Rate Contract period.

7. Fall Clause:

- i. Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he bids to sell or sells the stores of identical description to any other State Government/ Public Undertaking during the period of the contract.
- ii. If at any time during the period of contract, the prices of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Purchasing Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Purchasing authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.
- iii. If at any time during the period of contract, the supplier quotes the sale price of such goods to any other State Govt. and Pubic Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Purchasing Authority and the prices payable under the rate contract for the equipment's supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation.

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

8. Delivery of the Supplies/Stores to F.O.R. and Penalty for delayed Supply: The period of delivery strictly **30 Days** to be followed by the Supplier Agency as per time period communicated through Purchase/Supply Order through e-mail/hard copy through speed post.

9. The penalty @ 0.5% per week or part thereof will levied on supply order value of the item and will be deducted from the payment Bill. The maximum penalty will be **10%** against any of Purchase/Supply Order total value (i.e. the maximum delay acceptable only **5 weeks** from the time stipulated in the Supply/Purchase Order subject to deduction of applicable LD.

10. No supplies will be entertained after expiry of given supply period plus period allowed subject to deduction of applicable LD in case of Indian make items and in case of Foreign make imported items beyond the time given in the Supply/Purchase Order from the date of issue of supply order as supply order will be treated as cancelled without any further reference and the action as deemed fit shall be initiated against such defaulter Agency/Firms.

11. Inspection of Supplies: Inspection of Items supplied/Installed/Commissioned by Second Party will be done by the duly constituted committee nominated on behalf of First Party by Director, AIIMS Bhopal and or his authorized representatives in AIIMS Bhopal Hospital premises at designated place as per applicable Terms& Condition of this agreement.

12. Inspection & Warranty/Shelf life period: During inspection if any consumable is/are found Expired/Damaged/Poor/Sub – Standard in Quality the same shall have to be replaced free of cost on immediate basis of each consumable the article must have **80% shelf** life for item manufacturing in India and **60%** of their total shelf life for imported items remaining at the time of import for its use i.e. shelf life shall be greater than **10 months if fall under the category of kits etc.**

13. Payments:

First Party will make Payments to Second Party only after the completion of the supplies/installation, Testing & commissioning of Consumables/Accessories as per terms and conditions and specification against the respective e-NIPQ/Supply Order in the designated place of Hospital or Hospital stores duly approved on satisfactory inspection, acceptance of Consumables/Accessories in the concerned user department in good condition against the pre-receipted bills in triplicate along with delivery challans. The GST/Custom Duty with applicable Service Tax and any other Taxes of Statutory bodies should be included in the Payment Claim Bill of Supplier Agency and the Agency solely will be liable for necessary Tax Deposition to the concerned Statutory Tax Department as per applicable rules and AIIMS Bhopal will release Claim Payment after due deduction of applicable TDS on prevailing Income Tax rules to Supplier Agency after satisfactory acceptance of supplied Goods/Equipment.

The applicable GST/any other applicable Taxes shall be deducted and deposited by AIIMS Bhopal to the respective Statutory Bodies on releasing payment claim to respective Bidder Company against their Invoices/Bills presented for payment against satisfactory supply. If the second party had already paid the due applicable taxes (i.e. GST) in connection of his presented Bill/Invoice forwarded to AIIMS Bhopal for payment, it is his responsibility to enclose the authentic Challan copy/Copies in support of his claim for necessary verification and if it is found satisfactory, then the payment claim shall be released accordingly.

14. Performance Security Deposit (5% of Order Value for 27 Months): The Second party is liable to deposit 5% of value of Supply Order (on each Occasion) in the form of Fixed Deposit Receipt or Bank Guarantee from any Commercial Bank duly pledged in the name of the " **The Executive Director, All India Institute of Medical Sciences, Bhopal issued by First Party** to them as a Performance Security Deposit from Scheduled Bank in India for a period of **27 months period**. If the Second Party does not fulfill the Contractual obligation/any breach of Contract/not honor Purchase Order during Rate Contract Period, the First party should have full right to forfeit Performance Security Deposit Amount of Second Party in total.

15. Disputes & Arbitration:- All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will appointed by the Director, AIIMS Bhopal for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

16. Legal Jurisdiction: The agreement shall be deemed to have been concluded in Bhopal, Madhya Pradesh and all obligations hereunder shall be deemed to be located at Bhopal, Madhya Pradesh and Court within Bhopal, Madhya Pradesh will have Jurisdiction to the exclusion of other courts.

17. Furthermore the NOA, issued, will be the integral part of this agreement.

18. Exclusive right to First Party (The Executive Director, AIIMS Bhopal, India): The Executive Director, AIIMS Bhopal, India has the full and exclusive right to accept or reject, increase or decrease order quantity or cancel the supply order at any time without assigning any reason during the currency of this Rate Contract Period.

19. Right of Acceptance: The Executive Director, AIIMS Bhopal 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. **The Executive Director, AIIMS Bhopal AIIMS, Bhopal** also reserves the rights to accept all the consumables in the given tender or only part of it in any given schedule without assigning any reason.

20. THIS AGREEMENT will take effect from.....the Day ofTwo Thousand Twenty Six shall Be valid for 02 years i.e. till:/...../2028.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Bhopal in the presence of the witness:-

For and on behalf of the 'Agency'

Signature of the authorized Official

Name of the Official

Stamp/Seal of the 'Authorized Distributor'
"in presence of

Witness1: _____

Name : _____

Address: _____

Witness 2: _____

Name : _____

Address: _____

For and on behalf of the "The Executive Director,
AIIMS Bhopal"

Signature of the authorized Officer

Name of the Officer

_____Name on behalf of
"The Executive Director, AIIMS Bhopal"
presence of

Witness1: _____

Name: _____

Address: _____

Witness 2: _____

Name : _____

Address: _____



Government of India And Government of Madhya Pradesh

Form GST REG-25

Certificate of Provisional Registration

This is a Certificate of Provisional Registration issued under the provisions of the Act.

1.	GSTIN	23AACAA6087 A1Z9
2.	PAN	AACAA6087 A
3.	Legal Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
4.	Trade Name	ALL INDIA INSTITUTE OF MEDICAL SCIENCES
5.	Registration Details under Existing Law	
	Act	Registration Number
(a)	Service Tax Registration Number	AACAA6087 ASD
Date	26/06/2017	

ALL INDIA INSTITUTE OF MEDICAL SCIENCES BHOPAL

PUBLIC FINANCIAL MANAGEMENT SYSTEM (PFMS)

PFMS UNIQUE CODE:

(This code will issued by the AIIMS Bhopal's Finance Dept.)

VENDOR REGISTRATION FORM

Sl. No.	Head Name	Details
1	Vendor Name	
2	Father/Husband/Owner Name	
3	Date of Birth	
4	PAN Number (Preferably in the Name of Firm) (A duly singed and stamped copy must enclosed)	
5	Aadhaar Number	
6	TAN Number(A duly singed and stamped copy must enclosed)	
7	GST/TIN Number(A duly singed and stamped copy must enclosed)	
8	Service Tax No. (A duly singed and stamped copy must enclosed)	
9	Address 1	
10	Address 2	
11	Address 3	
12	City	
13	Country	
14	State	
15	District	
16	Pin Code	
17	Mobile No.	
18	Phone No.	
19	Email ID	

Note: All above requested documents copies duly attested with this form must be enclosed by the Vendor

DATE:.....

PLACE:.....

VENDOR SIGNATURE WITH SEAL

Annexure XI

PRE-CONTRACT INTEGRITY PACT

(Form for Integrity Pact on Non Judicial Stamp Paper worth of ₹ 500/- needed to be printed and submitted by the Interested Bidder Company along with their Pre- Qualification Documents and its scanned copy is needed to be uploaded in the Pre- Qualification Document Slot of E-Tendering Portal)

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the (month and year) between, the Executive Director & CEO, acting through I/c Senior Procurement Cum Stores Officer, AIIMS Bhopal (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part AND

M/S represented by Shri, (hereinafter called the "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (name of the Stores/ Equipment/ Item) and the Bidder/Seller is willing to offer/has offered the stores and

WHEREAS the Bidder is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a autonomous institute under MoH&FW, GOI.

Objective:

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 entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment 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 Enabling BIDDERS 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 the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will 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.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

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:

The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, 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.

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 the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.

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

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

The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorized government sponsored export entity of the 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 the BUYER or any of its functionaries, whether officially or unofficially to the award of 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.

The BIDDER, either 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 the BUYER 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.

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.

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

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.

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

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

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 the BUYER, or alternatively, if any relative of an officer of the BUYER 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 6 of the Companies Act, 1956.

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 the BUYER.

The BIDDER signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

In case of sub-contracting, the BIDDER shall take the responsibility of the adoption of IP by the sub-contractor.

3. Previous Transgression

The BIDDER declares that no previous transgression 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.

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.

4. Earnest Money (Security Deposit)

While submitting commercial bid, the BIDDER shall deposit an amount..... as specified in the NIT/Bid as Earnest Money/ Security Deposit, with the BUYER through any of the instruments mentioned in NIT/Bid in favour of the Executive Director, AIIMS, Bhopal.

A confirmed guarantee by an Indian Nationalized 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.

The Security Deposit shall be valid up to complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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.

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

5. Sanctions for Violations

Any breach of the aforesaid provisions 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 the BUYER to take all or any one of the following actions, 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 therefor.

(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 LIBOR. 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 utilised to recover the aforesaid sum and interest.

(v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, 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 AIIMS, Bhopal 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.

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (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.

The decision of the BUYER 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 Monitor(s) appointed for the purposes of this Pact.

6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price 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 at any stage that similar product/systems or sub system was supplied by the BIDDER to any other 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 the BUYER, if the contract has already been concluded.

7. Independent Monitors

The BUYER has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission as per the details below presently.

Shri Vasu Mitra Arora,(email : vasu.iem@aiimsbhopal.edu.in, Mobile No: 8400400926)

Shri Sunil Kumar Gupta, (email : sunil.iem@aiimsbhopal.edu.in, Mobile No: 9490413994)

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.

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

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

8.5 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.

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.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Procurement 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.

The Monitor will submit a written report to the Executive Director, AIIMS, Bhopal, 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.

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 and shall extend all possible help for the purpose of such examination.

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.

10. 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.

11. Validity

The validity of this Integrity Pact shall be from the date of its signing and extend up to 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.

The Parties hereby sign this Integrity Pact as part of the contract at on and
concerned are bound by it provisions

AIIMS BHOPAL

Bidder

.....

.....

.....

Witness

1.....

2.....

Witness

1.....

2.....

