

अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स), कल्याणी  
All India Institute of Medical Sciences (AIIMS), Kalyani  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वाधान में एक सांविधिक निकाय)  
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare)  
राष्ट्रीय राजमार्ग-34, बसंतपुर, सगुना, कल्याणी, नदीया, पश्चिम बंगाल -741245  
NH-34 connector, Basantpur, Saguna, Kalyani, Nadia, West Bengal -741245

## OPEN E-TENDER ENQUIRY DOCUMENT

**FOR Rate Contract for Supply of Reagents(Kits) & Chemicals in AIIMS Kalyani for Department Of Physiology for a period of TWO Years extendable further period up to 01 year at the discretion of Competent Authority.**

### DISCLAIMER

This tender is not an offer by the All India Institute of Medical Sciences, Kalyani, but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation whatsoever shall arise from this tender process unless and until a formal contract is signed and executed by duly authorized officers of AIIMS, Kalyani with the selected bidder/firm/agency.

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**Address**

NH - 34 Connector,  
Basantapur, Saguna  
West Bengal - 741245

**Email:** rc@aiimskalyani.edu.in

**Phone:** 033-29901575

**Website:** www.aiimskalyani.edu.in

**OPEN E-TENDER ENQUIRY DOCUMENT FOR RATE CONTRACT FOR SUPPLY OF REAGENTS (KITS)  
& CHEMICALS IN AIIMS KALYANI FOR DEPARTMENT OF PHYSIOLOGY**

Tender. No: 739/RCC/8/2025-RCC/COMP-7959/RC-15

Date: 19/02/2026

**IMPORTANT DATES:**

| EVENT                     | DATE       | TIME  |
|---------------------------|------------|---|
| Bid publishing date       | 19/02/2026 |   |
| Bid download date         | 19/02/2026 |   |
| Clarification start date  | 19/02/2026 |   |
| Clarification end date    |            |   |
| Pre-bid meeting           | 02/03/2026 | 3 PM at Welcome Centre,<br>Ground Floor Admin Block,<br>AIIMS Kalyani |
| Bid submission start date | 19/02/2026 |   |
| Bid submission end date   | 12/03/2026 | 5 PM  |
| Bid opening date          | 12/03/2026 | 5:30 PM   |

अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स), कल्याणी  
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NH-34 connector, Basantpur, Saguna, Kalyani, Nadia, West Bengal -741245

## **SECTION - I**

### **NOTICE INVITING E-TENDER**

**Subject: Rate Contract for Supply of Reagents (Kits) & Chemicals in AIIMS Kalyani for Department Of Physiology for a period of TWO Years extendable further period up to 01 year at the discretion of Competent Authority.**

e-Tenders are invited from eligible and qualified domestic manufacturers or their distributors for the **RATE CONTRACT for Supply of Reagents(Kits) & Chemicals for Department of Physiology**

1) **Scope of work:** Supply of **Reagents(Kits) & Chemicals** for the Department of **Physiology**

**a. Tender timelines:**

- I. Opening date & time for download of Tender document: As mentioned above
- II. Last date for receipt of pre-bid queries: As mentioned above
- III. Pre-bid queries regarding Items and Samples can be made through e-mail to:  
[rc@aiimskalyani.edu.in](mailto:rc@aiimskalyani.edu.in) and other Document related queries may also be raised through  
[rc@aiimskalyani.edu.in](mailto:rc@aiimskalyani.edu.in)
- IV. Opening date & time for submission of online bids: As mentioned above
- V. Closing date & time for submission of online bids: As mentioned above
- VI. Date and Time of opening of online bids for Technical evaluation: As mentioned above
- VII. Date & time of opening of Price Bid: To be intimated later.

2) **Earnest money deposit :** Bidders need to deposit the **EMD amount of Rs. 1,00,000 /-(Rupees One Lakh only)** in the form of Demand draft (DD)/FDR/Bank Guarantee/NEFT/RTGS in favour of :  
**“ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI”**

**For NEFT/RTGS Accounts Details:**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI**  
**ACCOUNT NO. – 527001000047,**  
**IFSC CODE: ICICI0005270,**  
**Bank Name : ICICI Bank,**  
**Branch : KALYANI MORE BRANCH ( CODE-5270)**

On or before the Date of Submission of Bid. If a vendor submits the Earnest Money Deposit (EMD) in a format other than NEFT, Physical Original Copy of the same must be submitted in the **PROCUREMENT**



**SECTION OFFICE, Ground, Floor, Administrative Block, AIIMS KALYANI-741245 or via Courier Services** and its legible scanned copy must be uploaded in the E-Tendering Solution.

- 3) **Tendering process fee (Non Refundable):** Firm have to pay processing fee (i.e. 0.1% of ECV+ GST) as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.
- 4) Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.aiimskalyani.edu.in](http://www.aiimskalyani.edu.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) for complete details.
- 5) The prospective bidders must register with the E-procurement system of <https://eprocure.gov.in/eprocure/app> . Special Instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal on completion of the registration process is given in <https://aiimskalyani.ewizard.in/>, the bidders will be provided user ID and password upon enrolment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (*signing and encryption/ decryption certificates*).
- 6) Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
- 7) Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
- 8) The bidders shall submit the required EMD (as per G.I.T clause 2) before the due date and time mentioned above.
- 9) The online submission of tender(s) can only be done through <https://aiimskalyani.ewizard.in/>
- 10) Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://aiimskalyani.ewizard.in/> e-portal (as described above) only.
- 11) Prospective bidders are advised to browse the above websites regularly before submission of their bids as any further amendments will be published in these websites only.

**FACULTY IN-CHARGE  
PROCUREMENT CELL  
AIIMS,Kalyani**

## **SECTION - II**

### **INSTRUCTION TO BIDDERS**

- 2.1 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 by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- 2.2 **Language of Bid:** The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English Language in which case, for the purpose of interpretation of the Bid, the English translation shall prevail.
- 2.3 **EMD:** Bidders need to deposit the **EMD amount of Rs. 1,00,000 /-(Rupees One Lakh only)** in the form of Demand draft (DD)/FDR/Bank Guarantee/NEFT/RTGS in favour of :  
**“ALL INDIA INSTITUTE OF MEDICAL SCIENCE, KALYANI”**

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**Branch : KALYANI MORE BRANCH ( CODE-5270)**

On or before the Date of Submission of Bid. If a vendor submits the Earnest Money Deposit (EMD) in a format other than NEFT, Physical Original Copy of the same must be submitted in the **PROCUREMENT SECTION OFFICE, Ground Floor, Administrative Block, AIIMS KALYANI-741245** or via **Courier Services** and its legible scanned copy must be uploaded in the E-Tendering Solution.

*(AIIMS KALYANI will not pay any interest on 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 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.*

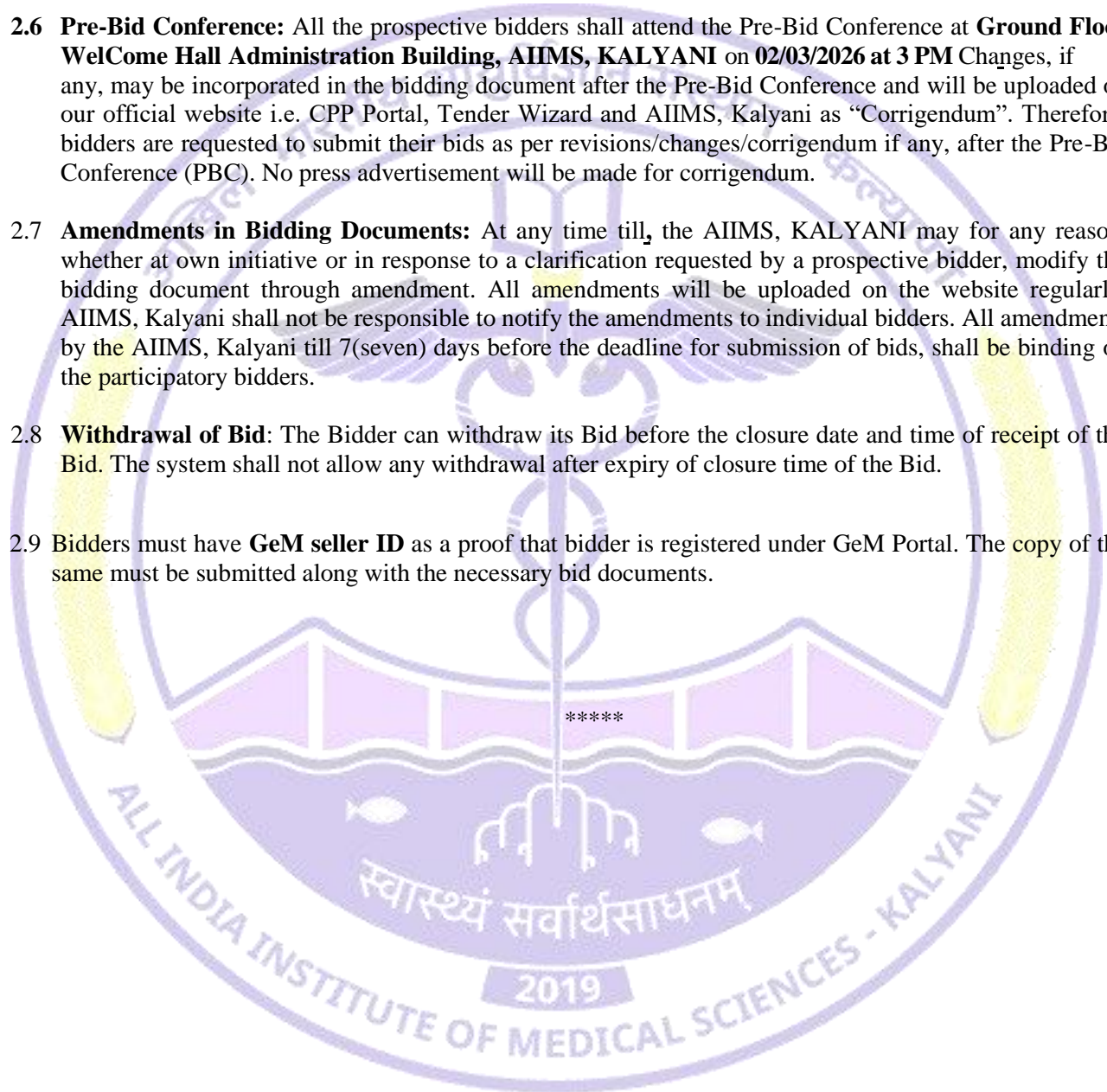
*Demand draft (DD)/FDR/Bank Guarantee submitted as EMD are subject to verification from the issuing bank before its acceptance. If at any time the said instrument is found to be fake or not as a valid banking instrument, the bidder submitting such instrument shall be black listed and shall be debarred 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 45 days and claim date should be two months from expiry of BG validity period.)*

- 2.4 **Exemption:** Firms registered with **National Small Industries Corporation (NSIC)** and the **firm which comes under MSE (Manufacturer or Traders)** are exempted from submission of EMD (subject to the financial limits indicated in the NSIC certificate). Govt. of India/State Government departments/Undertakings are also exempted from EMD. However, the respective manufacturers have to submit the relevant certificate (NSIC etc.) and financial limit to avail this exemption. Further, Central Public Procurement Portal (CPPP) already has a provision of capturing UAM (Udyog Aadhar Memorandum) number issued by Micro and Small Enterprises (MSE) of the vendors in order to identify themselves as MSE vendor. MSE vendors are to declare UAM number on CPPP, failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy of MSE Order,

2012 for tender invited electronically through CPPP. Declaration of UAM number by the vendors on CPPP is mandatory.

- 2.5 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., [rc@aiimskalyani.edu.in](mailto:rc@aiimskalyani.edu.in) or contact at Ph.-033-29901575. The purchaser will respond in writing (e-mail) to any request for clarification, provided that such request is received **not later than 07 (Seven) days from the Pre-Bid Conference day.**
- 2.6 Pre-Bid Conference:** All the prospective bidders shall attend the Pre-Bid Conference at **Ground Floor WelCome Hall Administration Building, AIIMS, KALYANI** on **02/03/2026 at 3 PM**. Changes, if any, may be incorporated in the bidding document after the Pre-Bid Conference and will be uploaded on our official website i.e. CPP Portal, Tender Wizard and AIIMS, Kalyani 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.
- 2.7 Amendments in Bidding Documents:** At any time till, the AIIMS, KALYANI 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 website regularly. AIIMS, Kalyani shall not be responsible to notify the amendments to individual bidders. All amendments by the AIIMS, Kalyani till 7(seven) days before the deadline for submission of bids, shall be binding on the participatory bidders.
- 2.8 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.
- 2.9 Bidders must have GeM seller ID** as a proof that bidder is registered under GeM Portal. The copy of the same must be submitted along with the necessary bid documents.





## Section - III

### ELIGIBILITY CRITERIA

| Sl. No. | Criteria  | Document Evidence Required  |
|---------|---|---|
| 1       | Bids may be submitted by the <b>Primary Manufacturer (OEM) or their authorized distributor or importer</b> for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer. | <p>❖ <b>For OEM :</b></p> <ul style="list-style-type: none"> <li>➤ Enclosed copy of the own manufacturing license issued by Central Drug Stander Control Organisation (CDSCO) as per Medical Devices (amended) Rule2020 should have valid ISO13485 Certification as applicable with product registration Certificate issued by the Drugs Controller General of India wherever applicable.</li> <li>➤ If PAC Item OEM needs to submit PAC Certification with Authorized supplier/ Dealer documentation if any. ( If the item is subjected to PAC Items then the eligible Bidder can participate for single items)</li> <li>➤ Other than PAC items bidders have to participate for atleast 10 line items.</li> </ul> <p>❖ <b>For Authorised Distributor/Importer:</b></p> <ul style="list-style-type: none"> <li>➤ Enclosed copy of Authorisation Certificated issued by the OEM along with the document evidence required for the OEM mentioned above.</li> <li>➤ Should furnish a valid import license and product registration certificate issued by the appropriate Central/State Govt. agency as applicable</li> </ul> |
| 2       | Bidder should have proper certificate/licence for standards marked on the product.  | The Bidder must quote items which are either marked ISI/European CE/USFDA or PMDA Japan. For such items, the bidder will be eligible if it possesses and submit valid ISI/European CE/USFDA or PMDA Japan. Certificate / Licence issued by Bureau of Indian Standards/European CE/USFDA or PMDA Japan for the last three preceding years. Equivalent Indian standards like BIS/CDSCO/AERB shall also be accepted wherever/whichever applicable/available  |
| 3       | The Bidder should have a Valid GST No. or should have registered under GST.   | Enclosed copy of GST registration certificated.   |

|    |   |  |
|----|---|--|
| 4  | Bidder Should have Registered Office ( <i>applicable for authorized distributor</i> )/ Authorised Distributor ( <i>applicable for OEM</i> ) in Kolkata (West Bengal).   | <b>OEM</b> : must submit the authorised distributor details.<br><br><b>For Authorised Distributor:</b> enclosed the relevant document.   |
| 5  | The bidders should not have been debarred/blacklisted by any state/central government/PSUs.   | Enclosed blacklist declaration in the format given in the ANNEXURE.  |
| 6  | Bidders should have at least 03(Three)years market standing for the quoted item(s)  | Enclosed the Past experience document.   |
| 7  | Bidder if:<br><br><b>OEM:</b> must have an annual average turnover of Rs. 3 Crore for the last three financial years 2022-23, 2023-24 & 2024-25.<br><br><b>Authorised Distributor:</b> must have an annual average turnover of Rs. 1 Crore for the last three financial years 2022-23, 2023-24 & 2024-25. | <b>For OEM:</b> CA Certificate for the same.<br><br><b>For Authorised Distributor:</b> enclosed the relevant document of OEM along with the dealer's own turnover certificate. |
| 8  | PAN Certificate ( If Any)   | Enclosed Copy of the document.   |
| 9  | Income Tax returns filed for the last three Financial Years   | Enclose copy of the document   |
| 10 | Disclosure of conflict of interest  | Enclosed declaration in the format given in the ANNEXURE   |
| 11 | Disclosure of code of integrity   | Enclosed declaration in the format given in the ANNEXURE   |
| 12 | Bidder must have submitted In-house testing report/Govt. certified report for the Quality Management System.  | Enclosed in-house test report/test report from Government Approved NABL Laboratory.  |
| 13 | NEFT Mandate Form   | Enclosed declaration in the format given in the ANNEXURE   |

- 3.1** Bidder can be a manufacturer having valid own manufacturing license with product registration certificate issued by the Drugs Controller General of India wherever applicable.
- 3.2** The manufacturer shall have a valid manufacturing 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.
- 3.3** In case of importer, it should have a valid import license and product registration certificate issued by the appropriate Central/State Govt. agency as applicable.
- 3.4** In case of manufacturer, it shall have valid Good Manufacturing Practice (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 items. Manufacturer should have valid manufacturing Licence issued by Central Drug Standard Control Organisation (CDSCO) as per Medical Devices (amended) Rule 2020/should have valid ISO13485 Certification as applicable.

*The list of items approved in the Licence/Certificate should also be enclosed.*

- 3.5 The procurement of goods and services under this tender will be regulated as per 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.
- 3.6 The Bidder must quote items which are either marked **ISI/European CE/USFDA/PMDA JAPAN**. For such items, the bidder will be eligible if it possesses and submit valid ISI/European CE/USFDA/PMDA JAPAN Certificate/Licence issued by Bureau of Indian Standards/European CE/USFDA/PMDA JAPAN for the last three preceding years. Equivalent Indian standards like Bureau of Indian Standards (BIS)/ Central Drugs Standard Control Organisation (CDSCO)/ Atomic Energy Regulatory Board (AERB) shall also be accepted wherever/whichever applicable/available.
- 3.7 The Bidders should have at least 03(Three) years market standing for the quoted item(s) as per tender specification. The bidder should have successfully completed the delivery of the item **to a Central Government / Semi- Government / State Government / Central Autonomous / PSU run hospitals in the last 3 years.**
- 3.8 Non Conviction declaration should be enclosed stating 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.
- 3.9 **Financial Standing Criteria:** The bidder if:
- OEM:** must have an annual average turnover of Rs. 3 Crore for the last three financial years 2022-23, 2023-24 & 2024-25.
- Authorised Distributor:** must have an annual average turnover of Rs. 1 Crore for the last three financial years 2022-23, 2023-24 & 2024-25. Bidders have to submit OEM Turnover Certificate along with the dealer's own turnover certificate.
- 3.10 The manufacturer should have authorized agency / authorized stockist / authorized distributor or dealer for all their quoted items in and around Kolkata / within 100 km radius from AIIMS Kalyani 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, KALYANI without any delay.
- 3.11 "Both Indian Manufacturers & Importers holding valid manufacturing/import license issued by appropriate Central/State Govt. agency as per Medical Devices Rule2017 should submit in-house test report/test report from Government Approved NABL Laboratory. For items not regulated under Medical Devices Rule2017, bidder should Submit BIS/ISO/IEC/CE/USFDA or PMDA Japan Certificate for ascertaining quality of the quoted items
- 3.12 The participating bidder must have quality control Certificate validated by Govt/Statutory agency.
- 3.13 Qualified Bidders are required to arrange a demonstration of the quoted products, if required by **Technical Evaluation Committee (TEC)**. Failure to arrange for a demonstration on the given date may lead to cancellation of the bid or depends upon recommendation of TEC. Cost of organizing such demonstration shall be borne by the bidder. The sample submitted should be tagged individually with

a label in the given format. In continuation to the Clause 3.13 Bidder must note that the sample Submitted by the concerned L1 Bidder may be retained by AIIMS, KALYANI till the completion of Contract.

#### MODEL LABEL

|                         |
|-------------------------|
| Tender Ref. No.- .....  |
| Name of the items:      |
| No. Of Units submitted: |
| Name of the Bidder:     |
| Date :                  |

The particulars on the tag should be furnished in indelible ink securely fastened to the sample. In case of sterile items, the label should be fastened in a manner such that sterility will not be lost. The bidder should submit on the prescribed date the samples along with list of sample items in the given format at Annexure.

The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's during sample testing as mentioned above.

- 3.15** In case of newly introduced item(s), the participating Bidder will submit valid Certificate from appropriate Central/State Govt. agency in support of the claim and valid Licence from the concerned Licensing Authority.
- 3.16** For the item(s) which are being imported, the participating Bidder will submit valid Import License issued by appropriate authority in India.
- 3.17** The bidder should have submitted in the bid a copy of Quality Management System (QMS) certificate of the quoted items.
- 3.18** A latest certificate of GST payment should be enclosed.
- 3.19** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same ATE for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same ATE.
- 3.20** One Principal/OEM cannot authorize two agents simultaneously for the same item against same ATE.
- 3.21** Indian subsidiaries of the foreign OEM to be considered as deemed OEM and all qualification Certificates pertaining to OEM may be issued by such Indian subsidiaries.

#### **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.

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## Section - IV

### EVALUATION CRITERIA

For evaluation of the Bid few criteria has been set, committee going to evaluate the tender on the basis of:

#### **A. Basic Principle**

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

#### **B. Scrutiny of Tenders**

- i. The TEC will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- ii. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iii. The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- iv. The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
  - a) Tender validity is shorter than the required period.
  - b) Non-submission of EMD receipt or EMD exemption certificate.
  - c) Non-submission of receipt of tender processing fee.
  - d) Non-submission of self-certification in format as given in Annexure only by original manufacturer, for determining eligibility to participate in the tender under the "Public Procurement preference to Make in India" order.
  - e) Non-submission of GFR-144 (xi) compliance certificate.
  - f) Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
  - g) Non-submission of samples within ten days of the closing of online submission of bids
  - h) Poor/ unsatisfactory past performance.
  - i) The institute will act in line with the guidelines issued vide OM No. F.1/20/2018-PPD dated 02.11.2021 by the Department of Expenditure, Ministry of Finance and other relevant guidelines issued from time-to-time by the Central Government. The bidder has to give an undertaking in this regard along with declaration that the bidder or proprietary concern/ company has never been blacklisted or there is no labour court case pending/ No enquiry of labour dispute pending against the bidder. **In case the bidder is blacklisted or any labour court case is pending in any court of law, complete details thereof may be provided.**
  - j) Tenderer has not quoted for at least 10 line items as specified in the List of Requirements/ BOQ for the item quoted.



- k) Non-submission of all details of quoted items (HSN, MSE, and Make-in India, make/brand, model, pack size and remark).
- l) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery
- m) Schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

### **C. Tie breaker:**

In case of identical quote by more than one Bidder, the following Tie-breaker procedure will be adopted to break the tie (in order of listing):

I. Turnover of the Bidder: More the turnover, the more the preference

II. OEM will be preferred over the distributor/reseller

The decision of the competent authority will be final in this regard.

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## **Section-V**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

- 5.1 Validity of Tender:** The validity of the Bid Tender Document shall be for 180 days (**One hundred and eighty days**) from the date of last date of submission of the bid.
- 5.2** Qualified Bidders are required to arrange a demonstration of the quoted products, if required by Technical Evaluation Committee (TEC). Failure to arrange for a demonstration on the given date may lead to cancellation of the bid or depends upon recommendation of TEC. Cost of organizing such demonstration shall be borne by the bidder.
- 5.3 E-Tenders should be quoted by the Primary Manufacturer (OEM) or their authorized distributor or importer.** The Bidder shall bear all costs associated with the preparation and submission of its Bid and AIIMS, KALYANI, hereinafter referred as “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 5.4** The supply of Reagents (Kits) & Chemicals 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, Kalyani by the bidder at their own cost. 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 3 (three) days on a 24 x 7 x 365 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.
- 5.5 Fall Clause:** If at any time during the validity of this contract, the successful bidder (herein after referred to as the "Contractor") reduces the sale price or sells or offers to sell the goods covered under this contract to any other party - including other AIIMS, or any Central Government Organization, Ministry or Department of the Central Government, or Public Sector Undertakings (PSUs) of the Government of India, or State Government or Its Departments - at a price lower than the price quoted under this contract, the Contractor shall immediately notify the Executive Director, AIIMS Kalyani (herein after referred to as the "Buyer") of such reduction. Upon such notification, the reduced price shall automatically apply to the goods covered under this contract, and the contract price of such goods shall stand correspondingly reduced with effect from the date such lower price is offered or sold elsewhere.'

**Bidders have to give an undertaking regarding the same**

- 5.6** The Executive Director, AIIMS KALYANI has full authority to take into account the performance of eligible Manufacturers and they should submit a latest performance certificate from Central Govt. / Central Autonomous / State Govt. / PSU run Hospitals to testify the proper dealing & performance and Supply of Items. Any form of tampered document shall be out rightly rejected and shall be viewed seriously.
- 5.7** **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.
- 5.7.1** 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.
- 5.7.2** 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.
- 5.8** **Delivery of supplies/Stores:** Delivery of stores shall be Freight on Road (F.O.R) to Central Store, AIIMS KALYANI. The AIIMS KALYANI is not liable for payments on account of Freight/Taxes/allied expenditures, which are to be quoted inclusively by the suppliers.
- 5.8.1** The firm will be bound to supply the ordered items preferably within 30 days of issuance of purchase order and maximum by 45 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 may be 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 (Refer term No.-5.8.7), will be initiated. If the items are imported one, necessary documentary proof along with a request letter from the Importer/dealer thereof may be submitted for consideration of 90 days Delivery Period for such items.
- 5.8.2** The successful Bidder along with the copy of the Invoice shall submit the copy of the Standard Quality Certificate of analysis wherever applicable from their own laboratory/NABL Accredited Laboratory/Government approved Laboratory as applicable with necessary protocols for every batch of items supplied to the Central Stores & Hospital Pharmacy, AIIMS, KALYANI at the time of supply. The successful bidder has to submit all copies of the Test Reports to Central Pharmacy, AIIMS, KALYANI for future reference within 7 days of delivery.
- 5.8.3** 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, KALYANI. Where more than one batch of item 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.
- 5.8.4** If the supplier fails to deliver the goods on or before the stipulated date, then Liquidated damage(LD) charges at the rate of 0.5%per week or part there of exceeding 3 days from the stipulated date. (Excluding the date of issue of purchase Order/acceptance letter and date of delivery) shall be levied subject to maximum of 10% of the total Purchase Order value. Purchaser may also resort to termination of the 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.

- 5.8.5** 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.
- 5.8.6** In case the quality of goods supplied are not in conformity with the standard given in tender and as per the samples supplied or the supplies are found defective at any stage (even **at the time of OT**) 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 liquidated damages shall be charged.
- 5.8.7** 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, KALYANI) 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.
- 5.8.8** 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, KALYANI. The payment would be made for actual supply made as per purchase order.
- 5.8.9** The selected Manufacturers / Authorized Distributor or Dealer or Importer 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 KALYANI. The selected manufacturer / Authorized Distributor or Dealer or Importer 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, KALYANI.
- 5.9** **Testing of Items:** The AIIMS KALYANI 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.
- 5.10** 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 adverse reaction reported in the Hospital during administration of the item(s). If more than one item/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, KALYANI for a period of three years. This will also lead to forfeiture of Performance Security of the concerned firm.
- 5.11** **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.



- 5.11.1** 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 KALYANI.
- 5.11.2** The bills raised by the selected tendering Manufacturers / Authorized Distributor or Dealer or Importer 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.
- 5.11.3** If the selected Manufacturers or Authorized Distributor or Dealer or Importer fail to deliver the Reagents(Kits) & Chemicals or replace the defected/spurious/expired/ soon to expire items within the stipulated date & time, a penalty on weekly basis for delay @ 0.5% of total Purchase order value per week or part thereof exceeding 3 days (date of purchase order and date of delivery being excluded), subject to maximum of 10% of total purchase order value as penalty and the actual cost paid to other sources by the All India Institute of Medical Sciences (AIIMS) KALYANI, for the desired Reagents(Kits) & Chemicals./Disposables for Hospital, shall be deducted from the Manufacturers pending bills or Performance Security.
- 5.12** The tendering Manufacturers / Authorized Distributor or Dealer or Importer shall be bound by the details furnished by him/her to the All India Institute of Medical Sciences (AIIMS) KALYANI 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.
- 5.13** The Lowest quoted rate by the selected tendering Manufacturers / Authorized Distributor or Dealer or Importer as approved by the All India Institute of Medical Sciences (AIIMS) KALYANI, 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.
- 5.14** 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.
- 5.15** 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 KALYANI. The supplied items having less than two-third expiry period to AIIMS KALYANI 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.
- 5.16** The supply contract will be valid from the date when the Purchase Order Issued/formalities completed by AIIMS KALYANI. This office will, however, reserve the right to conduct performance review at any time during the supply contract period and deficiencies, if any, noticed shall be required to be rectified and compliance be reported. This office reserves the right to Suo-moto terminate the supply contract by giving 30 days' notices at any point of time.

- 5.17 It is mandatory to Print/Sticker/stamp in indelible ink on label/packets/cartons “GOVT. SUPPLY, NOT FOR SALE/FOR USE BY AIIMS, KALYANI” & No Price Should be quoted/printed on the Label. Cases, wherein quoting of price cannot dispensed with, it should be covered in indelible ink.
- 5.18 **Inspection of supplies:** - Inspection will be done by the duly constituted committee members nominated by Executive Director, AIIMS KALYANI and or his authorized representatives in AIIMS KALYANI premises at designated place.
- 5.19 The AIIMS KALYANI 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/supply order for supplying of Stores/Goods/Items at AIIMS KALYANI.
- 5.20 **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.
- 5.21 **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 Director, AIIMS KALYANI 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.
- 5.22 **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 KALYANI shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- 5.23 **Performance Security Deposit:**-The successful bidder will be required to furnish a Performance Security Deposit of 5% of the amount proportionate to the value of yearly consumption for number of items selected for award of contract be decided by AIIMS,KALYANI as Performance Security Deposit in favour of “ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI” by way of “Irrevocable Performance Bank Guarantee or Fixed Deposit Receipt or NEFT/RTGS” (in favour of “ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI”) from Nationalized/Commercial Bank which is refundable.

**For NEFT/RTGS :**

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI**  
**ACCOUNT NO. – 527001000047,**  
**IFSC CODE: ICICI0005270,**  
**Bank Name : ICICI Bank,**  
**Branch : KALYANI MORE BRANCH ( CODE-5270)**

The performance security shall remain valid for a period of 26 months from the date of contract agreement. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

- 5.24 **Parallel Rate Contract/Purchase:** The AIIMS KALYANI 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.



- 5.25 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 the price with the bidders if situation warrants.
- 5.26 Conditional Bids will be treated as unresponsive and therefore shall be rejected.
- 5.27 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.
- 5.27.1 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.
- 5.27.2 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.
- 5.28 **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, lockout or act of God (hereinafter referred to as events) provided notice of happening of any such eventuality is given by party to other within 21 days from the date of occurrence thereof. Neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance and deliveries have been so resumed or not shall be final and conclusive. Further, that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, AIIMS, KALYANI may, opt to terminate the contract.
- 5.29 **Debarment from bidding:**
- 5.29.1 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.
- 5.29.2 A bidder debarred under sub-section 5.29.1 or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- 5.29.3 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.
- 5.29.4 The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- 5.30 **Land Border Declaration:** Declaration should be provide as per *Annexure- XIV*



**5.31 MSE/MII Certificate:** Bidders must provide a Local Content Certificate for specific items or categories that do not have domestic manufacturing capabilities, unless exempted by the relevant Ministries under the Make in India (MII) initiative. Additionally, if available, bidders should submit the MSE Certificate corresponding to the category of the items.

**5.32 Integrity Pact: (Annexure-XIII)**

The bidder will have to sign Integrity Pact, if applicable.

The Bidder and The Buyer will be bound to comply with all the terms & conditions of the Integrity Pact as per the existing provision of the Central Vigilance Commission.

**Independent External Monitors:**

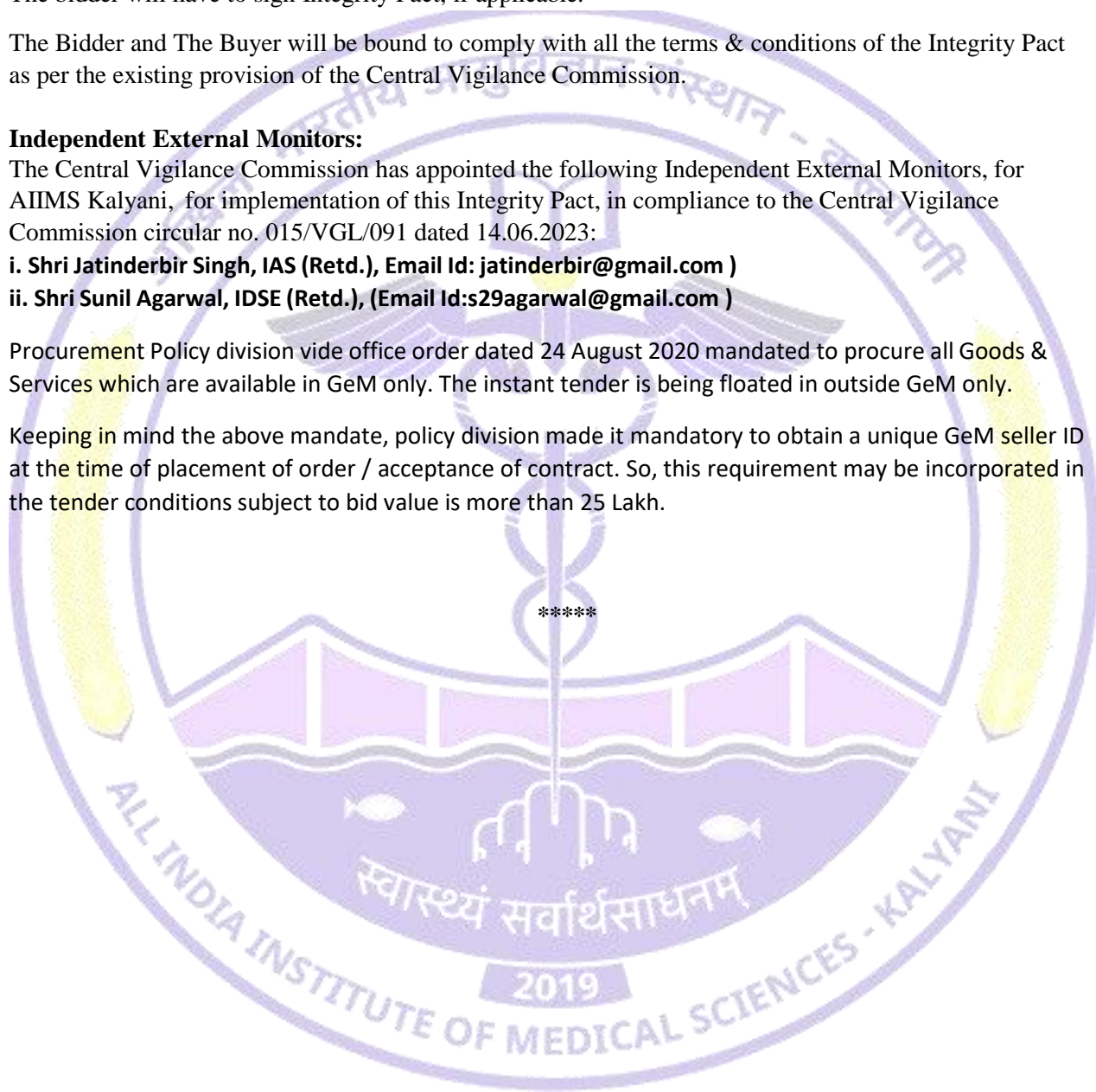
The Central Vigilance Commission has appointed the following Independent External Monitors, for AIIMS Kalyani, for implementation of this Integrity Pact, in compliance to the Central Vigilance Commission circular no. 015/VGL/091 dated 14.06.2023:

- i. **Shri Jatinderbir Singh, IAS (Retd.), Email Id: jatinderbir@gmail.com )**
- ii. **Shri Sunil Agarwal, IDSE (Retd.), (Email Id:s29agarwal@gmail.com )**

Procurement Policy division vide office order dated 24 August 2020 mandated to procure all Goods & Services which are available in GeM only. The instant tender is being floated in outside GeM only.

Keeping in mind the above mandate, policy division made it mandatory to obtain a unique GeM seller ID at the time of placement of order / acceptance of contract. So, this requirement may be incorporated in the tender conditions subject to bid value is more than 25 Lakh.

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## Section-VI

### INSTRUCTION TO BIDDERS FOR ONLINE REGISTRATION AND SUBMISSION OF BIDS

**6.1 General:** The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. Submission of Online Bids is mandatory for this Tender. E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers / Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, AIIMS KALYANI has decided to use the portal <https://aiimskalyani.ewizard.in/>, <https://eprocure.gov.in> or [www.aiimskalyani.nic.in](http://www.aiimskalyani.nic.in).

**6.2 Instructions:**

- a) **Tender Bidding Methodology:** Two Stage Online Bidding
- b) **Broad outline of activities from prospective Bidders:**
  - i. Procure a Class III Digital Signature Certificate (DSC).
  - ii. Register on the e-Procurement portal <https://aiimskalyani.ewizard.in/>,
  - iii. Create Users on the above portal.
  - iv. View Notice Inviting Tender (NIT) on the above portal.
  - v. Download Official Copy of Tender Documents from the above portal.
  - vi. Seek Clarification to Tender Documents on the above portal. View response to queries of bidders, posted as addendum, by AIIMS, KALYANI.
  - vii. Bid-Submission on the above portal.
  - viii. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Technical Part.
  - ix. Post-TOE Clarification on the above portal (Optional) – Respond to AIIMS KALYANI's Post-TOE queries.
  - x. Attend Public Online Tender Opening Event (TOE) on the above portal - Opening of Financial Part (Only for Technical Responsive Bidders).
- c) **Digital Certificates :** For integrity of data and authenticity / non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].
- d) **Registration:** To use the Electronic Tender portal <https://aiimskalyani.ewizard.in/>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons vis-à-vis Authorised Signatory who will be the main person coordinating for the e-tendering activities. In the above portal terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/portal, and follow further instructions as given on the site. Pay Annual Registration Fee as applicable (i.e. Rs.2000 +GST as applicable).

Note: After successful submission of Registration details and Annual Registration Fee, please contact to the Helpdesk of the portal to get your registration accepted/activated

- e) The Bidder must ensure that after following above, the status of bid submission must become – “Submitted”.
- f) Please take due care while scanning the documents so that the size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However, it shall be sole responsibility of bidder that the uploaded documents remain legible.
- g) It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- h) The Financial part may be downloaded and rates may be filled appropriately. This file may also be saved in a folder on your computer. Please don't change the file names & total size of documents (Preferably below 5 MB per document) may be checked.

**6.3 Bid submission:** The entire bid-submission would be online on the Tender wizard portal i.e. <https://aiimskalyani.ewizard.in/>, Broad outline of submissions are as follows:

- (i) Submission of Bid Parts (Technical & Financial).
- (ii) Submission of information pertaining to Bid Security/ EMD.
- (iii) Submission of signed copy of Tender Documents.

The TECHNICAL PART shall consist of Electronic Form of Technical Main Bid and Bid Annexure. Scanned/Electronic copies of the various documents to be submitted under the Eligibility Conditions, offline submissions, instructions to bidders and documents required to establish compliance to Technical Specifications and Other Terms & Conditions of the tender are to be uploaded.

The FINANCIAL PART shall consist of Electronic Form of Financial Main Bid and Financial Bid Annexure, if any. Scanned copy of duly filled price schedule as Annexure are to be uploaded.

**Processing Fee:** Firm have to pay processing fee (i.e. 0.1% of ECV+ GST ) as applicable (min.750/- & Max Rs.7500/- + GST as applicable) through online (Credit card/ Debit Card/ Net Banking), When participating in the e-Tender.

**6.4 Online/Offline Submissions:**

The bidder is requested to submit the following documents Online/Offline to The Procurement Officer, AIIMS KALYANI (West-Bengal) 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(other than NEFT), in shape of Demand draft (DD)/FDR/Bank Guarantee only in favour of **ALL INDIA INSTITUTE OF MEDICAL SCIENCE, KALYANI**, valid for a period 45 days.
- Documents as Per NIET.

**6.5 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.

- 6.6 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's end (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 KALYANI by the bidders in time, then AIIMS KALYANI 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.

**6.7 Other Instructions:**

For further instructions, the vendor should visit the home-page of the portal. The complete help manual is available in the portal for Users intending to Register / First-Time Users, Logged-in users of Supplier organizations. Various links are also provided in the home page.

**6.8 The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:**

- i. Obtain individual Digital Signature Certificate (DSC) well in advance of your first tender submission deadline on the portal.
- ii. Register your organization on the portal well in advance of your first tender submission deadline on the portal.
- iii. Get your organization's concerned executives trained on the portal well in advance of your first tender submission deadline on the portal.
- iv. Submit your bids well in advance of tender submission deadline on the portal (There could be last minute problems due to internet timeout, breakdown etc).

While the first three instructions mentioned above are especially relevant to first-time users on the portal, the fourth instruction is relevant at all times.

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**Section-VII**  
**CHECKLIST OF IMPORTANT DOCUMENTS**

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

| Sl. No. | Criteria  | Remarks | Page No. |
|---------|---|---------|----------|
| 1.      | Attested copy of NSIC Registration Certificate if any   |         |          |
| 2.      | Attested copy of MSE Certificate.   |         |          |
| 3.      | If/whether submitted original EMD of Rs ...../-<br>in DD/FDR/BG/NEFT Ref. No. & Date  |         |          |
| 4.      | Whether EMD is valid for 45 days from the last date of submission of Bid.   |         |          |
| 5.      | If/whether submitted Undertaking on Letter Head for acceptance of all Terms & Conditions (Annexure-I).  |         |          |
| 6.      | If/whether submitted Notarized affidavit on Indian Non-judicial stamp paper of ₹10/-as per Annexure-II  |         |          |
| 7.      | If/whether submitted List of items along with items code for which the firm has quoted without mentioning price as per Annexure-XI  |         |          |
| 8.      | Whether the products/items quoted is as per specification, if not the statement of deviation (Parameter wise) from the tender technical specification must be enclosed. - (Annex. -III)<br>[Annexure – III typed on letter head along with Copy of the relevant documents.] |         |          |
| 9.      | If/whether submitted the performance statement duly filled by the concerned firm/organization as per Annexure-IV-typed on letter head along with Attested copies of relevant documents.   |         |          |
| 10.     | Attested Valid GMP/COPP/ Certificate (Annexure-VI) (if applicable)  |         |          |
| 11.     | Item wise valid import license if any   |         |          |
| 12.     | In case of imported item, WHO/GMP (of Manufacturer)/COPP(Certificate of Pharmaceutical Products) in item wise shall be submitted  |         |          |
| 13.     | If/whether submitted Annual Turn Over statement on Annexure-V   |         |          |
| 14.     | Evaluation and validation Certificates by agencies as shown in clause   |         |          |
| 15.     | Attested copy of Valid GLP (Good Laboratory Practice) Certificate issued by Central/State Item Controller/FDA   |         |          |
| 16.     | If submitted Original Label of all quoted items and Literature/Brochure/Catalogue of all quoted items   |         |          |
| 17.     | If submitted Quality Management System (QMS) certificate of the quoted items  |         |          |
| 18.     | If/whether submitted Latest Certificate of GST Payment.   |         |          |
| 19.     | If/whether submitted Details of Bidders as per Annexure-VIII in Letter Head   |         |          |
| 20.     | If/whether submitted Name, Address, Email IDs & designation of the authorized person for signing the bid documents on Letter Head.  |         |          |
| 21.     | If/whether submitted Name, Address, Email ID, Phone & Fax No. of office/Go-down/Authorized supplier at KALYANI or within  |         |          |

|    |   |  |  |
|----|---|--|--|
|    | 100 Kms. radius of AIIMS, KALYANI on Letter Head  |  |  |
| 22 | If/whether submitted Attested copy of PAN Card  |  |  |
| 23 | If/whether submitted Attested copy of GST Registration Certificate  |  |  |
| 24 | If/whether submitted Licence(s) as per Annexure-IX- Attested  |  |  |
| 25 | If/whether submitted Attested copy of Manufacturing/Loan Licence Certificate  |  |  |
| 26 | If/whether submitted Newly introduced item Certified by the concerned Licensing Authority.(if applicable)   |  |  |
| 27 | Item wise valid ISI/European CE/USFDA Certificate/Licence issued by Bureau of Indian Standards/European CE/USFDA for the last three preceding years |  |  |
| 28 | Land Border Declaration Annexure XIV  |  |  |
| 29 | Local Content Certificated(if not exempted under MII)   |  |  |
| 30 | Any other information, if necessary   |  |  |
| 31 | If/whether signed on all the copies of documents.   |  |  |

All the documents to be furnished in the checklist has to be page numbered. All the formats as per Annexures are to be filled up mandatorily.

Note:

- 1) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
- 2) No price information (i.e. Scanned copy of the price format etc.) to be uploaded in Technical Bid.
- 3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time

Signature of the bidder  
(With seal)

Place:

Date:

\*\*\*\*\*



**Section-VIII**  
**Financial Bid**

***Note:***

- The price in the Financial Bid to be quoted per piece and not the Pack Price (Inclusive GST).
- The price to be quoted is inclusive of packing & forwarding, transit insurance, loading & unloading, labour charges and all other incidental charges up to delivery at Central Store, AIIMS KALYANI.
- Applicable GST rate in percentage must be mentioned against each quoted item.
- MRP (Maximum Retail Price) as per the manufacturer. Should be included in Financial Bid. The Financial Bid should be filled up legibly and correctly.

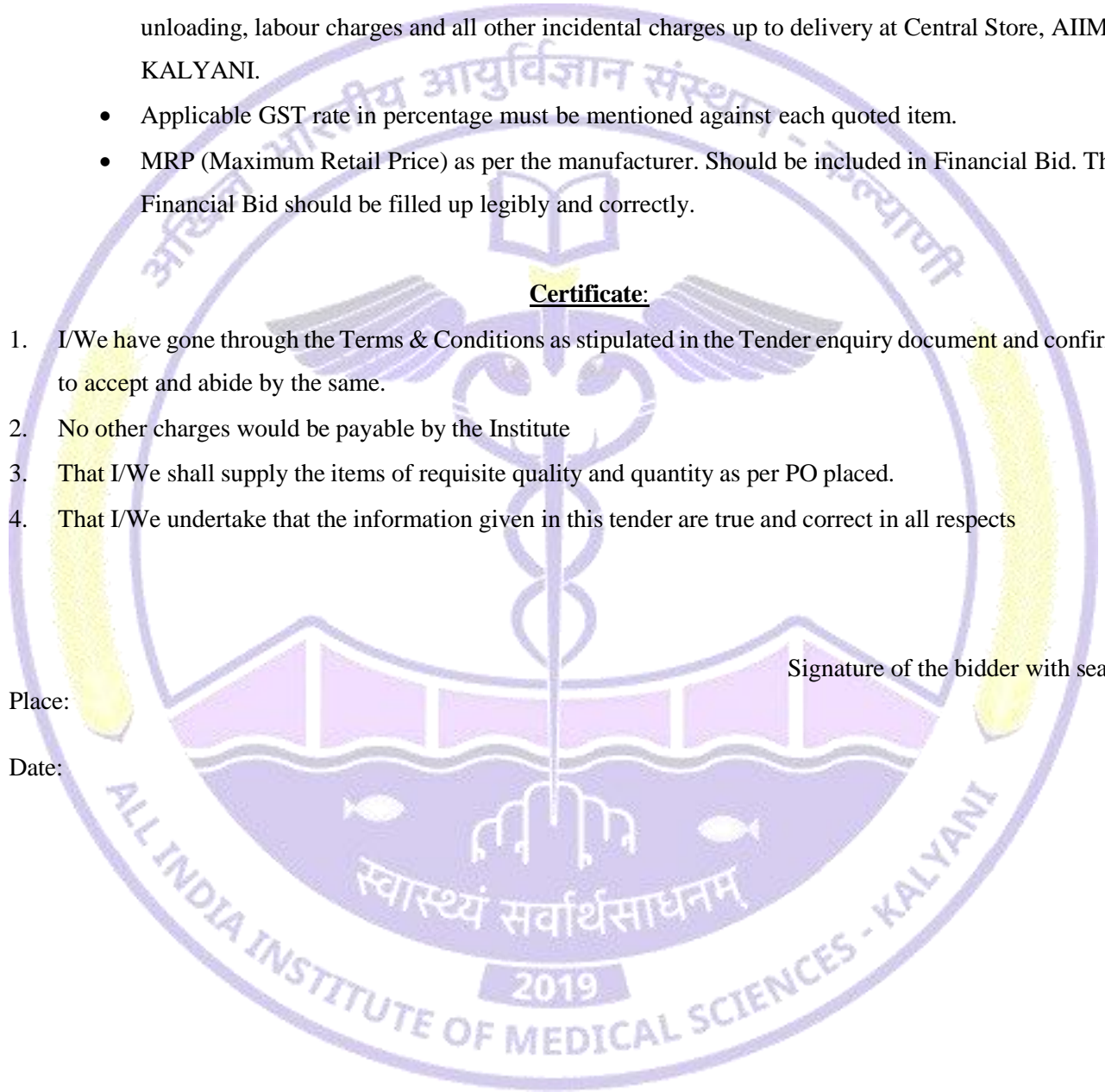
**Certificate:**

1. I/We have gone through the Terms & Conditions as stipulated in the Tender enquiry document and confirm to accept and abide by the same.
2. No other charges would be payable by the Institute
3. That I/We shall supply the items of requisite quality and quantity as per PO placed.
4. That I/We undertake that the information given in this tender are true and correct in all respects

Signature of the bidder with seal.

Place:

Date:



## Section-IX

### List of Reagents(Kits) & Chemicals Items along with Specification

| SL No. | RC Code   | Name of Consumable/Reagent  |
|--------|-----------|---|
| 1      | RC-001549 | EEG Skin Preparation gel  |
| 2      | RC-001550 | Disposable Adhesive Surface electrode for ERG   |
| 3      | RC-001551 | Connection cable for DTL electrode  |
| 4      | RC-001552 | Concentric Needle Electrode 37/38 mm  |
| 5      | RC-001553 | Concentric Needle Electrode 50 mm   |
| 6      | RC-001554 | ECG Monitoring Electrode  |
| 7      | RC-001555 | Eosinophil Diluting Fluid (Dunger's fluid)  |
| 8      | RC-001556 | Blood grouping reagent  |
| 9      | RC-001557 | Plate counting fluid (1% ammonium oxalate)  |
| 10     | RC-001558 | N/10 HCL  |
| 11     | RC-001559 | Potassium phosphate (monobasic) (Analytical Grade)  |
| 12     | RC-001560 | Potassium phosphate (dibasic) (Analytical Grade)  |
| 13     | RC-001561 | Potassium phosphate (monobasic) (Molecular Grade)   |
| 14     | RC-001562 | Potassium phosphate (dibasic) (Molecular Grade)   |
| 15     | RC-001563 | Sodium chloride-500 gm (Analytical Grade)   |
| 16     | RC-001564 | Sodium chloride-500 gm (Molecular Grade)  |
| 17     | RC-001565 | EDTA (Molecular Grade)  |
| 18     | RC-001566 | EGTA (Molecular Grade)  |
| 19     | RC-001567 | TRIS BASE (Molecular Grade)   |
| 20     | RC-001568 | TRIS-HCl (Molecular Grade)  |
| 21     | RC-001569 | Magnesium chloride  |
| 22     | RC-001571 | Manganese chloride  |
| 23     | RC-001572 | Manganese sulphate  |
| 24     | RC-001573 | EEG paste   |
| 25     | RC-001574 | Conductive Neurodiagnostic electrode paste  |
| 26     | RC-001575 | Salbutamol inhalation IP (100mcg/dose)  |
| 27     | RC-001576 | Methanol, HPLC grade, 5L  |
| 28     | RC-001577 | Norvaline,25gm  |
| 29     | RC-001578 | Choloroform Reagent ACS 99.8%, ACROS Organics   |
| 30     | RC-001580 | RPMI-1640,MEDIA   |
| 31     | RC-001581 | 10x PBS READYMADE SOLLUTION   |
| 32     | RC-001582 | GeneRuler 1 kb Plus DNA Ladder  |
| 33     | RC-001583 | Precision Plus Protein Dual Color Standards, 500 µl #1610374  |
| 34     | RC-001584 | BCIP/NBT Color Development Substrate (5-bromo-4-chloro-3- indolyl-phosphate/nitro blue tetrazolium) |

|    |           |   |
|----|-----------|---|
| 35 | RC-001585 | 1 roll, 27 cm x 3.75 m, 0.45 µm pore size, Hydrophobic PVDF Transfer Membrane for western blotting. |
| 36 | RC-001586 | LE Agarose Catalog #: 50004,500gm   |
| 37 | RC-001587 | Sodium dodecyl sulfate , ACS reagent, ≥99.0%,100gm  |
| 38 | RC-001588 | Acrylamide/Bis-acrylamide solution, 30%, BioReagent, suitable for electrophoresis, 29:1, 100ml      |
| 39 | RC-001592 | Sodium deoxycholate-1 Kg  |
| 40 | RC-001593 | Phenol – 1lit 1   |
| 41 | RC-001594 | Phenol:Chloroform:isoamylalcohol mixture (25:24:1)- 1 lit   |
| 42 | RC-001595 | Chloroform:isoamylalcohol mixture (24:1)-1 lit  |
| 43 | RC-001597 | TRIZOL reagent-500 ml   |
| 44 | RC-001598 | Guanidine hydrochloride-500mg   |
| 45 | RC-001599 | dinitrophenyl hydrazine-500mg (DNPH)  |
| 46 | RC-001600 | 2-thiobarbituric acid-500 mg  |
| 47 | RC-001602 | Guaiacol-500gm 1  |
| 48 | RC-001603 | Lithium chloride-500gm  |
| 49 | RC-001605 | KMnO <sub>4</sub> -500gm  |
| 50 | RC-001606 | Potassium di chromate-500gm   |
| 51 | RC-001608 | Bis-acrylamide-500gm  |
| 52 | RC-001609 | TEMED-250ml   |
| 53 | RC-001610 | Ammonium chloride-500gm   |
| 54 | RC-001612 | Glycine – 1kg   |
| 55 | RC-001613 | Albumin Bovine (pH 6-7), Fraction 5 - 20 g (BSA)  |
| 56 | RC-001614 | Agarose High EEO - 500 gm   |
| 57 | RC-001615 | Agarose low EEO - 500 gm  |
| 58 | RC-001616 | Acetone extrapure AR- 500 ml  |
| 59 | RC-001617 | Collagenase type-IV-25 gm   |
| 60 | RC-001618 | Collagenase type-I-25 gm  |
| 61 | RC-001619 | Collagenase type-III-25 gm  |
| 62 | RC-001620 | Protienase-K-25 gm  |
| 63 | RC-001621 | RNAase-25 gm  |
| 64 | RC-001622 | Hyaluronidase- 25gm   |
| 65 | RC-001624 | Coomiasie blue- 25ml 1  |
| 66 | RC-001625 | EtBr-100mg  |
| 67 | RC-001626 | Glutaraldehyde- 500ml   |
| 68 | RC-001627 | DAPI ready made solution (10ml)   |
| 69 | RC-001628 | T Reagent-100ml   |
| 70 | RC-001629 | Bielshowskey stain  |
| 71 | RC-001630 | Gentain violet- 25mg  |
| 72 | RC-001631 | Bismarck yellow   |
| 73 | RC-001632 | Fuchsin basic   |
| 74 | RC-001633 | Fuchsin acid  |
| 75 | RC-001634 | Trypan blue   |



|     |           |                                 |
|-----|-----------|---------------------------------|
| 76  | RC-001635 | Bromophenol blue                |
| 77  | RC-001636 | Bromocresol                     |
| 78  | RC-001637 | Ferric oxide                    |
| 79  | RC-001638 | Alkaline phosphatase            |
| 80  | RC-001639 | Gurrs stain                     |
| 81  | RC-001640 | Azur dye                        |
| 82  | RC-001641 | aniline dye                     |
| 83  | RC-001642 | Mucicarmine                     |
| 84  | RC-001643 | Prussian Blue                   |
| 85  | RC-001644 | Masson Trichrome                |
| 86  | RC-001645 | Fontana-Masson                  |
| 87  | RC-001646 | Luna stain                      |
| 88  | RC-001647 | van Gieson                      |
| 89  | RC-001648 | Safranin O                      |
| 90  | RC-001649 | Phloxine                        |
| 91  | RC-001650 | Tartrazine                      |
| 92  | RC-001651 | Alcian Blue                     |
| 93  | RC-001652 | Chromic Acid Schiff             |
| 94  | RC-001653 | Von Kossa                       |
| 95  | RC-001654 | Sirius Red                      |
| 96  | RC-001655 | Safranin O/Fast Green           |
| 97  | RC-001656 | Methyl Green Pyronine           |
| 98  | RC-001657 | Methyl green                    |
| 99  | RC-001658 | Cresyl Violet                   |
| 100 | RC-001659 | Glucose estimation training kit |
| 101 | RC-001660 | Feritin ELISA Kit               |
| 102 | RC-001661 | Folate ELISA Kit                |
| 103 | RC-001663 | ELISA immuno explorer kit       |
| 104 | RC-001664 | Transferrin 2R ELISA kit        |
| 105 | RC-001665 | Hepcidin ELISA kit              |

**Section-X**  
**FORMATS FOR BIDDERS (TECHNICAL BID)**  
**Annexure-I**

Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department Of Physiology AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority.

**UNDERTAKING**

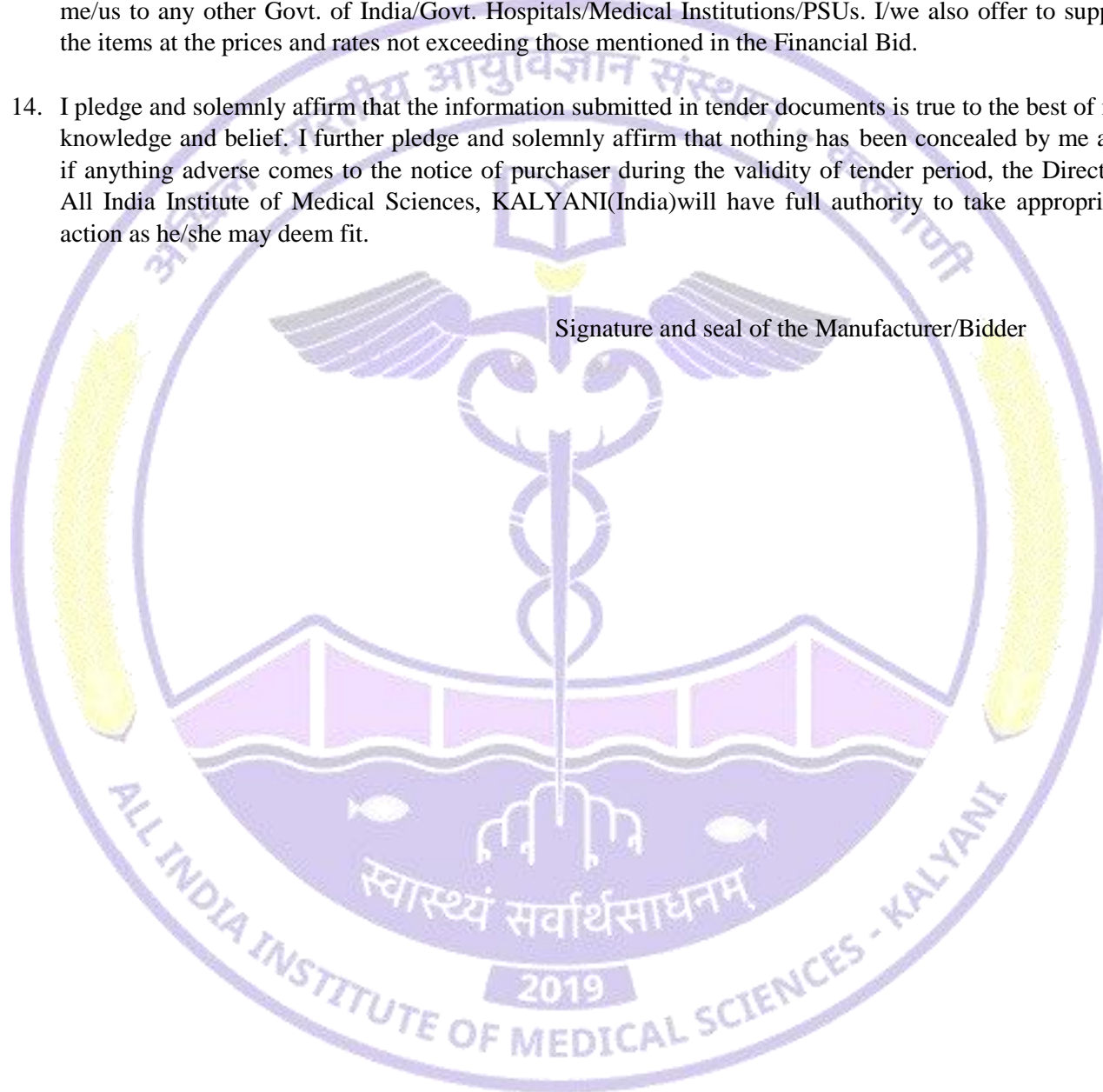
*FOR COMPLIANCE OF ALL TERMS&CONDITIONS MENTIONED IN THIS TENDER DOCUMENT*

To,  
The Director,  
AIIMS KALYANI,  
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, KALYANI, KALYANI-741245 to supply the approved awarded items in the approved prices to AIIMS KALYANI.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Director, AIIMS KALYANI, India (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 date may lead to cancellation of the bid. Cost of such demonstration shall be borne by me/us.
5. Performance Bank Guarantee of Minimum Rs..... (Rupees .....only) or the amount Maximum Rs ...../- (proportionately be decided by AIIMS,KALYANI) shall be deposited by me/us in the form of Demand draft (DD)/FDR/Bank Guarantee/NEFT in favour of All India Institute of Medical Sciences, Kalyani on award of the contract from a Nationalised/Commercial Bank and shall remain in the custody of the Director, AIIMS KALYANI till the validity of the Contract period plus two month (i.e. for 26 months, extendable if required).
6. 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.
7. I/We hereby undertake to supply the items during the validity of tender as per directions given in purchase order within stipulated period positively.
8. 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 KALYANI has full power to compound or forfeit the Bid Security/ Performance Security deposit.
9. I/We declare that no legal/financial irregularities are pending against the proprietor Partner of the tendering firm or manufacturer.

10. 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 Director, AIIMS, KALYANI.
11. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
12. I/We undertake that the items supplied are as per Make /Catalogue/technical literature description.
13. 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.
14. 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 Director, All India Institute of Medical Sciences, KALYANI(India)will have full authority to take appropriate action as he/she may deem fit.

Signature and seal of the Manufacturer/Bidder





Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department Of Physiology AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority..

**UNDERTAKING**

(To be executed on ₹10/-Non-judicial Stamp Paper duly attested by Public Notary)

I..... S/o, D/o, W/o.....

Resident of.....

do solemnly pledge and affirm that,

1. I am the Proprietor/Partner/Director/authorized signatory of M/s.....
2. No police case and/or case by CBI/FEMA/Income Tax/Sales Tax authorities are pending against the Proprietor/Partner/Director of the firm/company (Agency) and also against the firm/company.
3. *(Indicate any convictions if any against the above persons or Firm/Company).*
4. The Proprietor/Partner/Director of the firm/company (Agency) and also the firm/company has never been blacklisted/ debarred from any contract by any Government authority/organization.
5. I/We have not quoted the price higher than previously supplied to any Government Institute/Organisation/ PSU/reputed Private Organization or rate of Rate contract with Govt. procurement Agency in recent past.

Affirmation/Verification  
Notary Public

Name & Signature  
Seal of the participating Bidder Company

Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department of Physiology, AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority.

**Deviation Statement Form**

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

| S.No. | Item Code | Description | Specification as per Tender | Deviations | Remarks (including Justification) |
|-------|-----------|-------------|-----------------------------|------------|-----------------------------------|
|       |           |             |                             |            |                                   |
|       |           |             |                             |            |                                   |
|       |           |             |                             |            |                                   |

Place:

Date:

Signature and seal of the Manufacturer/Bidder

**Note:**

*Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No deviations"*

#### **Annexure-IV**

Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department of Physiology, AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority..

#### **Performance Statement Form**

Name of the Firm.....

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

Place:

Date:

Note: Documents to be attached in support of the above.

Signature  
Seal of the Firm/organization



### **Annexure-V**

Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department of Physiology, AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority..

### **ANNUAL TURN OVER STATEMENT**

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S \_\_\_\_\_ who is a manufacturer and bidder for..... 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      | 2022-2023      |   |
| 2      | 2023-2024      |   |
| 3      | 2024-2025      |   |

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-VI**

Name of the E-Tender: Tender for Supply of Reagents(Kits) & Chemicals for the Department of Physiology, AIIMS, KALYANI on Rate Contract Basis for a period of Two years from the date of Agreement extendable further period up to 01 year at the discretion of Competent Authority.

### **DECLARATION FOR MANUFACTURING ITEMS AND PRODUCTION CAPACITY AS PER GMP/WHO GMP/COPP(FOR Reagents(Kits) & Chemicals )(To be submitted in Part-I Technical Bid)**

01. Name and Address of the Firm:

02. Name of Proprietor/Partner/Director:

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

04. GMP Certificate as per Revised Schedule "M"/COPP/WHO GMP:

05. Testing Facilities (List of Equipment to be furnished separately in the format to meet the bench mark 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/Director

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

## Model Bank Guarantee Format for Bid Security (EMD)

(To be executed on Non-Judicial Stamp paper of Rs.10 )

Guarantee No.....

Amount of Guarantee Rs.....

Guarantee cover from Dated: ..... To Dated: .....

Last Date for Lodgement of claim: .....

Whereas M/s..... (herein after called the "Bidder") has submitted their offer/ bid for the supply of..... (herein after called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that we.....(Bank), a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Registered Office/ Head Office at ..... are bound unto All India Institute of Medical Sciences, KALYANI alias AIIMS KALYANI (herein after called the "Purchaser") in the sum of Rs...../- (Rupees..... only) for which payment will and truly to be made to the said purchaser.

### THE CONDITION 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: -
  - a) If the Bidder fails to furnish the performance security for the due performance of the contract.
  - b) Fails or refuses to accept/execute the contract.

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 of two conditions, specifying the occurred condition or conditions.

This guarantee shall be valid until the \_\_\_\_ / \_\_\_\_ / 20.....

We the .....(Bank) .....(Branch) undertake not to revoke the guarantee during its currency except with the previous consent of the ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI in writing.

We the .....(Bank) .....(Branch). Further agree that a mere demand by ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI, is sufficient for us..... Branch at KALYANI to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us ..... Branch to decline payment to ALL INDIA INSTITUTE OF MEDICAL SCIENCES, KALYANI.

(Signature of the authorized officer of the Bank)

Name and designation of the officer with seal

Common Seal of the Bank is affixed this.....day of.....20.....

Seal with name & address of the Banks and address of the Branch



(To be submitted on bidder's Letter head in Technical Bid)

**Details of Bidder**

| GENERAL INFORMATION ABOUT THE BIDDER   |  |                     |  |                |
|--|--|---------------------|--|----------------|
| Name of the Bidder   |  |                     |  |                |
| Registered address of the Firm   |  |                     |  |                |
| State  |  | District            |  |                |
| Telephone No.  |  | E-mail ID           |  |                |
| Website address if any   |  |                     |  |                |
| Two Contact Persons Details  |  |                     |  |                |
| Name   |  | Designation         |  |                |
| Tel. No./Mobile No.  |  | Email ID            |  |                |
| Name   |  | Designation         |  |                |
| Tel. No./Mobile No.  |  | Email ID            |  |                |
| Communication address  |  |                     |  |                |
| Address  |  |                     |  |                |
| State  |  | District            |  |                |
| Telephone No.  |  | Email               |  |                |
| Website  |  |                     |  |                |
| Two Contact Persons Details for Authorized stockist/dealer only for the purpose of supply  |  |                     |  |                |
| Name   |  | Designation         |  |                |
| Telephone No.  |  | Mobile No.          |  |                |
| Name   |  | Designation         |  |                |
| Telephone No.  |  | Mobile No.          |  |                |
| Type of the Firm (please tick ✓)   |  |                     |  |                |
| Pvt. Ltd. Company  |  | Public Ltd. Company |  | Proprietorship |
| Partnership  |  | Society             |  | Others,Specify |
| b. & Date of Reg   |  |                     |  |                |
| Nature of Business   |  |                     |  |                |
| Manufacturer   |  |                     |  |                |
| Direct Importer  |  |                     |  |                |
| Name designation and address of the person(s) responsible to the Company as per Sec.34 of D & C Act 1940   |  |                     |  |                |
| Name   |  | Designation         |  |                |
| Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/Misbranded items by any competent court of law within the last 3 years from the date of floating of the tender. |  |                     |  | Yes/No         |
| Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities.                                 |  |                     |  |                |
| Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)   |  |                     |  |                |
| a. Name of the Bank :  |  |                     |  |                |
| b. Full address of the Branch concerned :  |  |                     |  |                |
| c. Account no. of the bidder :   |  |                     |  |                |
| d. IFS Code of the Bank :  |  |                     |  |                |

Signature and seal of the Firm/organization

Place:

Date:

**DETAILS OF LICENSES (if any)**

ANNEXURE-IX

**For Indigenous Items (Minimum one row entry required)**

| DETAILS OF LICENSES FOR QUOTED ITEMS |            |         |             |          |      |             |          |             |          |               |          |                         |               |                      |               |
|--------------------------------------|------------|---------|-------------|----------|------|-------------|----------|-------------|----------|---------------|----------|-------------------------|---------------|----------------------|---------------|
| S.No.                                | Item Code. | Licence |             |          | Site | GMP         |          | GLP         |          | No Conviction |          | Proprietary Certificate |               | New Item Certificate |               |
|                                      |            | Number  | Valid up to | Page No. |      | Valid Up to | Page No. | Valid Up to | Page No. | Date of Issue | Page No. | Number                  | Date of issue | Number               | Date of issue |
|                                      |            |         |             |          |      |             |          |             |          |               |          |                         |               |                      |               |
|                                      |            |         |             |          |      |             |          |             |          |               |          |                         |               |                      |               |

**For Imported Items (Minimum one row entry required)**

| DETAILS OF LICENSES FOR QUOTED ITEMS |            |                        |            |          |                   |            |          |              |             |          |         |             |          |               |          |                         |               |        |                      |  |
|--------------------------------------|------------|------------------------|------------|----------|-------------------|------------|----------|--------------|-------------|----------|---------|-------------|----------|---------------|----------|-------------------------|---------------|--------|----------------------|--|
| S.No.                                | Item Code. | Import License Form-10 |            |          | Country of Origin | COPP       |          | Form-20B/21B |             |          | Form-41 |             |          | No Conviction |          | Proprietary Certificate |               |        | New Item Certificate |  |
|                                      |            | Number                 | Valid upto | Page No. |                   | Valid Upto | Page No. | Number       | Valid up to | Page No. | Number  | Valid up to | Page No. | Date of Issue | Page No. | Number                  | Date of issue | Number | Date of issue        |  |
|                                      |            |                        |            |          |                   |            |          |              |             |          |         |             |          |               |          |                         |               |        |                      |  |
|                                      |            |                        |            |          |                   |            |          |              |             |          |         |             |          |               |          |                         |               |        |                      |  |
|                                      |            |                        |            |          |                   |            |          |              |             |          |         |             |          |               |          |                         |               |        |                      |  |

**Form of Performance Guarantee / Bank Guarantee bond**

In consideration of the Director of All India Institute of Medical Sciences KALYANI (hereinafter called "AIIMS KALYANI") having offered to accept the terms and conditions of the proposed agreement between AIIMS KALYANI and ..... (hereinafter called "the said Vendor(s)") for the supply of ..... (Hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. .... (Rupees..... only) as a bid security/performance guarantee from the vendor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement with reference to tender No.....

1. We,..... (hereinafter referred to as "the Bank") hereby undertake to pay to the AIIMS KALYANI an amount not exceeding Rs. .... (Rupees ..... Only) on demand by the AIIMS KALYANI.
2. We,..... (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the AIIMS KALYANI stating that the amount claimed as required to meet the recoveries due or likely to be due from the said vendor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees.....only)
3. We, the said bank further undertake to pay the AIIMS KALYANI any money so demanded notwithstanding any dispute or disputes raised by the vendor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the vendor(s) shall have no claim against us for making such payment.
4. We,..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the AIIMS KALYANI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Director AIIMS KALYANI on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Vendor(s) and accordingly discharges this guarantee.
5. We,..... (indicate the name of the Bank) further agree with the AIIMS KALYANI that the Institute shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Vendor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said vendor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor(s) or for any forbearance, act of omission on the part of the AIIMS KALYANI or any indulgence by the AIIMS KALYANI to the said Vendor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s).
7. We, ..... (Indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the AIIMS KALYANI in writing.
8. This guarantee shall be valid up to ..... unless extended on demand by the AIIMS KALYANI. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees.....) And unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the .....day of .....for ..... (indicate the name of the Bank)

(Name, designation and code No. of the Bank Officer(s) signing the guarantee)

(Address & other details of the Controlling Officer of the branch of the bank issuing the BG)



**ANNEXURE-XI**

(To be submitted with Price Bid)

***Proforma for submission of total list of Reagents(Kits) & Chemical Items for which the Bidder has quoted***

**Name of the Bidder :**

**Address :**

| Sl.No. | Item Code | Name of the Item | Technical specification | Price Per Unit/Pack Size (Exclusive of GST) | Current GST Rate (%) | Total price (Inclusive of GST) |
|--------|-----------|------------------|-------------------------|---|----------------------|--------------------------------|
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |
|        |           |                  |                         |   |                      |                                |

Signature and seal of the Firm/organization.....

Place:

Date:

**Note: If required by the Tender Evaluation Committee, the samples for the above items will have to be demonstrated as per Clause 3.14.**



## ANNEXURE-XII

### DETAILS OF THE ITEMS QUOTED

(Use additional sheets if space provided is not sufficient)

| S.No. | Item Code | Item Name | Item wise participating as a Manufacturer/Importer | Name of OEM | Mfg. / import license number / product registration certificate number | Page No. | Validity of Mfg. / Import License : | Page No. | Validity of GMP / WHO GMP /COPP: | Page No. | Valid ISI/European CE/USFDA Certificate/Licence issued by Bureau of Indian Standards/European CE/USFDA for the last three preceding years | Page No. |
|-------|-----------|-----------|--|-------------|--|----------|-------------------------------------|----------|----------------------------------|----------|---|----------|
|       |           |           |  |             |  |          |                                     |          |                                  |          |   |          |
|       |           |           |  |             |  |          |                                     |          |                                  |          |   |          |
|       |           |           |  |             |  |          |                                     |          |                                  |          |   |          |
|       |           |           |  |             |  |          |                                     |          |                                  |          |   |          |



**PRE-CONTRACT INTEGRITY PACT**

**(To be submitted on Rs. 10 NON-JUDICIAL STAMP PAPER by each bidder)**

This pre-bid/ pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the (month and year) between, on one hand, the Executive Director, ALL INDIA INSTITUTE OF MEDICAL SCIENCES(AIIMS), KALYANI, WEST BENGAL – 741245 (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 , Designation (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 Works/Services/ Equipment/ Item etc.) and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership firm, constituted in accordance with the relevant law in the matter and the BUYER (i.e., AIIMS Kalyani) is an Autonomous Institute under Ministry of Health & Family and Welfare, Government of India under the Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) performing as tertiary health care institute.

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:**

1.1 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.

1.2 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.

1.3 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.

1.4 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**

2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

2.2 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.

2.3 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 disfavour to any person in relation to the contract or any other contract with the Government.

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

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

2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer / integrator/ Authorized Supplier/Dealer 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.

2.7 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.

2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data



carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of 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.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

3.1 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.

3.2 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 (Performance Security)**

4.1 While submitting commercial bid, the BIDDER shall deposit an amount as specified in the RFP as Earnest Money/Security Deposit, with the BUYER through the mode instructed in the Tender Documents:

4.2 The Earnest Money / Security Deposit shall be valid up to 02 months beyond contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

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

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Performance 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:

5.1 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.



5.2 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.

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

5.4 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 utilized to recover the aforesaid sum and interest.

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

5.6 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.

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

5.8 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.

5.9 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.

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

5.11 The BUYER will be entitled to take all or any of the actions mentioned at para 5, 5.1 to 5.9 of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

5.12 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 External Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

6.1 The BIDDER undertakes "if, at any time during the validity of this contract, the successful bidder (herein after referred to as the "Contractor") reduces the sale price or sells or offers to sell the goods covered under this contract to any other party - including other AIIMS, or any Central Government Organization, Ministry or Department of the Central Government, or Public Sector Undertakings (PSUs) of the Government of India, or State Government or Its Departments - at a price lower than the price quoted under this contract, the Contractor shall immediately notify the Executive Director, AIIMS Kalyani (herein after referred to as the "Buyer") of such reduction. Upon such notification, the reduced price shall automatically apply to the goods covered under this contract, and the contract





price of such goods shall stand correspondingly reduced with effect from the date such lower price is offered or sold elsewhere.'

## **7. Independent External Monitors**

7.1 The BUYER/ EMPLOYER has appointed the following Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission: -

(i) Shri Jatinderbir Singh, IAS (Retd.), (Email Id: jatinderbir@gmail.com )

(ii) Shri Sunil Agrawal, IDSE (Retd.), (Email Id: s29agrawal@gmail.com )

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

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

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

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

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

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

7.8 The Monitor will submit a written report to the Executive Director, AIIMS Kalyani, 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 in English 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

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

11.2 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.

12. The parties hereby sign this Integrity Pact at .....on .....

13.

|                                      |   |
|--------------------------------------|---|
| For and on behalf of the BIDDER      | For and on behalf of the BUYER (i.e. AIIMS Kalyani) |
| Signature of the authorized official |   |
| Name of official                     |   |
| Stamp/Seal of the BIDDER             |   |
| WITNESS (1)                          |   |
| WITNESS (2)                          |   |



## ANNEXURE-XIV

# LAND BORDER DECLARATION

UNDERTAKING (TO BE GIVEN BY THE TENDERERS/BIDDERS)

### LETTER HEAD OF THE VENDOR

(Reference: Restrictions under Rule 144 (xi) of the General financial Rule (GFRs), 2017)

Date:

Tender Ref. no. (Tender ID): .....  
Name of the Tendered Item:.....  
Name of the Bidder:.....  
Quoted Model:.....

Name & Address of Original Equipment Manufacturer of quoted model:

i) Actual Manufacturing Site:

ii) Legal Manufacturing Site:

It is hereby declared that in line with Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023 issued by MoF, Govt. of India read with it's subsequent amendments regarding restrictions on procurement from a bidder of a country which shares a land border with India, We hereby confirm the following:

i) We, M/s. ....(Name of the Bidder) have read the above order and; I certify that our company (as a bidder), our Manufacturer's Authorization firm M/s. ... (if applicable) and the quoted item against the above tender:

- ☐ is not from such country OR not a subsidiary of an entity from such country or,  
☐ if from such a country, has been registered with the Competent Authority (if applicable, registration from Competent Authority is to be enclosed).

I hereby certify that our company (as a bidder) fulfills all criteria of the above order {Order no. F.7/10/2021-PPD (1) (Public Procurement No. 4) dated 23.02.2023} read with it's subsequent amendment(s) and is eligible to be considered.

ii) We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that we (as a bidder) and our quoted item against the above tender do not have any ToT arrangement requiring registration with the Competent Authority.

The information provided above are true and we understand that any deviation, if found, the procuring entity has right to initiate legal action against us including debarment/blacklisting.

Seal & Signature  
Name & Designation of Authorized signatory: (As per Power of Attorney provided in the tender)  
Place & Date:

**Note: It is to ensure that no tampering is permissible in the above format.**





## **LAND BORDER DECLARATION CERTIFICATE**

*(Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017)*

Tender Document No: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

(Bidder Address & contact details) Bidder's Reference No. \_\_\_\_\_ Date: \_\_\_\_\_

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

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

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Name and designation)  
Duly authorized to sign  
Bid for and on behalf of

\_\_\_\_\_  
(Name & address of the Bidder and Seal of Company)