



अखिल भारतीय आयुर्विज्ञान संस्थान (एम्स) कल्याणी
All India Institute of Medical Sciences (AIIMS) Kalyani
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)
(A Statutory Body under the Aegis of Ministry of Health and Family Welfare, GOI)
राष्ट्रीय राजमार्ग – 34, बसन्तपुर, सागूना, कल्याणी, ज़िला – नदिया, पश्चिम बंगाल - 741245
NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

OPEN E-TENDER DOCUMENT

- **RATE CONTRACT OF LOCAL CHEMIST/AUTHORIZED DEALER FOR SUPPLY OF DRUGS AND CONSUMABLES TO EHS PHARMACY AIIMS KALYANI (FULFILLMENT OF INDIVIDUAL PRESCRIPTIONS) AND EMERGENCY REQUIREMENTS FOR PATIENTS UNDER VARIOUS SCHEMES OF THE GOVERNMENT OF INDIA (AYUSHMAN BHARAT, ETC).**

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.

Address

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

Email: rc@aiimskalyani.edu.in

Phone: 033-29901575

Website: www.aiimskalyani.edu.in

Tender. No: 673/HOSADM/OTH/9/2025-HOS ADMIN /COMP-7675/RC-12 Date: 02/02/2026

IMPORTANT DATES:

EVENT	DATE	TIME
Bid publishing date	02/02/2026	
Bid download date	02/02/2026	
Clarification start date	02/02/2026	
Clarification end date		
Pre-bid meeting	12/02/2026	3 PM at Welcome Centre, Ground Floor Admin Block, AIIMS Kalyani
Bid submission start date	02/02/2026	
Bid submission end date	23/02/2026	5 PM
Bid opening date	23/02/2026	5:30 PM



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(स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार के तत्वावधान में एक सांविधिकनिकाय)
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NH-34 Connector, Basantapur, Saguna, Kalyani, District Nadia, West Bengal 741245

SECTION - I

NOTICE INVITING E-TENDER

- **Subject:** for rate contract of supply of drugs and consumables at EHS pharmacy AIIMS Kalyani.
- **Scope of work:** Supply of drugs, surgical consumables, general consumables, nutritional supplements for Individual prescription at AIIMS Kalyani on a daily basis, 24/7 for EHS empaneled employees and their dependents, along with emergency requirements for the supply of the same for patients covered under various schemes of the Government of India (Ayushman Bharat, etc).

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 and other Document related queries may also be raised through
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. 2,10,000/- (Rupees Two Lakh Ten Thousands 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 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 within bid submission date** 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 or 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. 2,10,000/- (Rupees Two Lakh Ten Thousands 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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(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 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 Centre Administration Building, AIIMS, KALYANI** on **12/02/2026 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.

Section - III

ELIGIBILITY CRITERIA

1. The bidder must hold a **valid license (retail/wholesale)** continuously for last two years issued by Drug Controller Authority of the State or Central for running the chemist shop namely Form 20, 20-B, 21, 21-B & 21-C under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful Bidder will further ensure that their licenses remain valid till the end of the contract period.
2. The bidder must NOT have been convicted by the State Drugs Authorities and no case should be pending under the Drugs & Cosmetics Act and rules against him and he should submit Non conviction declaration for the same.
3. Details of existing outlets
4. Shop and establishment act registration
5. Local trade license
6. The Annual Turnover of the Bidder in the previous three financial years should not be less than Rs 2,00,00,000/- (Rupees Two crore).
7. The bidder should be an agency / authorised stockist / authorised distributor or dealer for all their items in and around Kolkata / within **75 km radius** from AIIMS Kalyani for the purpose of supply of items.
8. If the Bidder's shop/warehouse etc. is located outside of Kalyani city, the bidder should ensure delivery of medicines within the timelines stipulated, failing which the contract is liable to be terminated or punitive measures may be imposed.
9. The bidder should be able to give a flat discount of 20% or higher on MRP for drugs & 30% or higher on MRP for consumables.
10. Time limit of supply-
 - I. Daily indent to be collected from EHS pharmacy within 5pm (in evening), or may be mailed to bidders.
 - II. Subsequent to it, indented medicines to be supplied by 10.00 am next morning (latest by 1 pm)
 - III. On holidays (Sundays and applicable Gazetted Holidays of the Institute) – They may supply on the next working day.
 - IV. In case of Emergency requirement of drugs and consumables, the vendor should be able to provide the supply 24x7.
11. A copy of GST registration certificate
12. A copy of PAN allotted to the firm/owner.
13. The bidder should be in existence & continuously in the business of sale/supply of Medicines/drugs for at least the last 2 years.
14. All the above-mentioned documents to be submitted with the bids. Individual signing the Bid and other documents must specify whether she/he signs as:
 - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. A partner of the firm, if it is a partnership firm, and in this case, he/she must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
 - iii. Constituted Attorney/authorised Signatory, if it is a company.

Note:

1. In the case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney to be uploaded.

2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.
3. A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person has no authority to do so, AIIMS Kalyani, without prejudice to other Civil or Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

Cost of Bidding:

Prospective bidder shall bear all the costs associated with the preparation and submission of the bid.

Documents Establishing Bidders Eligibility (Technical Bid):

(b) The following documents should first be self-attested by the authorized signatory of the bidder and then to be submitted with the bids: -

1. Valid license,
2. Non-conviction declaration as per annexure II
3. Avg Annual turnover
4. Copy of Declaration of bidder as per Annexure – III duly signed
5. Details of existing outlets
6. Shop and establishment act registration
7. Local trade license

Note:- All pages should be numbered in the same order as above and the check list for above documents showing page No. should be submitted along with the documents.

Note- The Bid is liable to be rejected, if the requisite information / documents have not been furnished.

PART 2:- Called “FINANCIAL BID” which shall contain: -

Price bid- Bidder should quote the Maximum discount on MRP. H1 bidder shall be selected for award of tender.

The bidder should quote a uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/Bottle/unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer of Discount shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

The Forward Auction shall be applicable in this bid.

Highest discount	

In case of identical discount offer 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. Total no of outlets

The price on the financial bid is to be quoted more than 20% discount on MRP inclusive of all taxes for drugs and more than 30% for consumables. Less than 20% discount on MRP for drugs & less than 30% discount on MRP for consumables shall not be considered.

The price to be quoted is inclusive of packing and forwarding, transit insurance, loading and unloading, labor charges and all other incidental charges up to delivery at EHS Pharmacy AIIMS Kalyani.

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 validity of the contract. No bulk orders will be given by EHS pharmacy.

Period of Validity of Bids

The Bids shall be valid for acceptance for 180 days after the date of bid opening date & shall be further extendable.

Period of Contract

The contract shall initially be for a **period of two years** from the date of signing of the contract. However, the contract is extendable for another year on the same terms & conditions of the contract, strictly on the basis of satisfactory performance and at the sole discretion of the Competent Authority.

Right to Accept/Reject any Bid

AIIMS Kalyani reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder.

AIIMS Kalyani doesn't pledge itself to accept the highest discount offering bid or any bid and reserves to itself the right of accepting the whole or any part of the bid, and the bidder shall supply the medicines at the rates quoted.

Performance Security Guarantee

The successful bidder will have to furnish a Performance Security for an amount of Rs. 3,50,000/- (Rupees Three lakhs Fifty Thousands only) in the form of a Bank Guarantee, Valid for 6 months beyond the term of the contract, issued by a scheduled bank as per format at Annexure- A or a Demand Draft issued by a Scheduled Bank.

If by Demand Draft, it should be favouring "Executive Director, AIIMS Kalyani"; and,
If in the form of a bank guarantee, favouring "Executive Director, AIIMS Kalyani".

For NEFT Accounts Details:

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

No claim shall be made against AIIMS Kalyani in respect of interest accrued, if any, due on the Performance Security deposit.

In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period. The bidder should ensure the validity of Performance Security for an extended period.

Integrity Pact:

The selected 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 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: sunil.agarwal@gov.in & s29agarwal@gmail.com)

Fall Clause

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.'

Risk Purchase Clause:

- (a) The medicines/drugs to be supplied shall be of standard quality as per Indian standards like Bureau of Indian Standards (BIS)/ Central Drugs Standard Control Organisation (CDSCO). The vendor should honor the prescription in letter and prescribed drug/name is to be supplied to the EHS pharmacy. In case it is found that drug/medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorised Local Chemist) firm will be liable to be debarred for a period of 3 years, besides other legal action that may be initiated against them as per law. In case the supplier fails to supply indented drugs/medicines, then **AIIMS Kalyani** will be entitled to procure the same from another chemist and the supplier will be liable to reimburse in full the price paid by **AIIMS Kalyani**. However, the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.
- (b) 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 the cost borne by AIIMS Kalyani for such open market purchase. 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.

Penalty Clause:

In the event of non-compliance, delay in supply of items, or breach of any contractual terms, Liquidated damage (LD)/punitive charges as prescribed by AIIMS Kalyani shall be applicable and binding on the supplier. The supplier shall further ensure that a minimum of 95% of the monthly prescriptions are honoured verbatim. If the cumulative monthly fulfilment meets or exceeds 95%, no punitive charges shall apply; however, if the fulfilment falls below 95%, punitive charges in the form of a deduction of 5% from the total monthly bill shall be imposed. 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.

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 these goods shall immediately be taken back by the supplier and will be replaced with the good 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.

Forfeiture

The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity, or in case of a successful Bidder, if the Bidder fails:

- (i) To sign the contract in accordance with the terms and conditions, and
- (ii) To furnish Performance Security as specified in the terms and conditions.

Pricing

The bidder should quote a uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/Bottle/unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer of Discount shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

General terms and conditions

1. AIIMS Kalyani reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible bidders.
2. The successful bidder has to accept and sign the contract and submit PSD within 15 days of the award of the work order.
3. The successful bidder's Earnest Money will be discharged only upon the bidder executing the Contract and furnishing the PSD.
4. If the Specific brand is not available then alternate brand of same composition (with same or lower MRP) shall be supplied.
5. In case of Non-availability of the same or lower MRP brands, the bidder has to supply higher MRP brands, but the payment will be limited to 10% more of (MRP of indented brand- discount).
Formulae- $110\% \times \{\text{MRP (of lower brand medicines)} - \text{Discount} (\%)\}$

6. Patient/Staff-wise computerised bills should be submitted along with the items in the prescribed format. The daily bill summary should be submitted along with the items during delivery or with next day's delivery
7. Any material supply quantity more than the Purchase Order quantity is not acceptable. This Rate Contract is intended solely for the fulfillment of individual prescriptions and shall not be used for general stock replenishment.
8. Any damages that occur to the items during transit up to delivery at the site shall be borne by the supplier.
9. In case of cold chain products, the efficacy and potency of the product must be assured until it is actually used. Supplies requiring specific storage conditions (cold chain products) must be made with **Data loggers and cool packs**, otherwise such supply will be liable to rejection.

Collection of Indent for Supply

- The authorised local Chemist or his representative shall receive the local purchase indent at 5:00 pm every day from EHS pharmacy (by mail).
- On holidays (Sundays and applicable Gazetted Holidays of the Institute) – They may supply on the next working day.

Delivery of Supplies

- The delivery of supplies in full will be made on the next working day by 10.00 a.m. or at the opening hours of EHS pharmacy.
- No material should be directly delivered to the end user.
- Delivery of stores shall be Freight on Road (F.O.R) to EHS Pharmacy, AIIMS KALYANI, **Name of Contact person (to assign)**. The AIIMS KALYANI is not liable for payments on account of Freight/Taxes/ allied expenditures, which are to be quoted inclusively by the suppliers Supply shall be made free of cost to the delivery site.

Packed Supplies

Supplies are required to be made in original packing of manufacturer.

The selected vendor shall indicate the batch number, name of the manufacturer, and date of expiry of drugs/consumables/supplies indented in the relevant columns of the indent sheet at the time of supplying items to the EHS pharmacy.

Presentation of Bills

- I. The Authorised Local Chemist shall present the bill to respective EHS Pharmacy for the supplies made during each fortnight (1 to 15 & 16 to 30/31) within ten days of the closing of each respective fortnight. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, rate, discount as per contract etc. and any other information required by AIIMS Kalyani.

- II.** The bill shall be supported by the original indent along with the certificate from the pharmacist/officials of EHS pharmacy under his/her signature, with date, seal of the office for receipt of the items indented.

Note: -_Incomplete bills not accompanied by any of the particulars mentioned (I) above will not be entertained.

Period up to which Supply Orders will be Placed

Supply orders will be placed against the contract up to the last day of the contract. Orders received even on the closing date should be honored in accordance with the terms of the contract, even though the last date of the contract may have expired on the date of supply of medicines.

Performance Security

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the Authorised bidder against the indents placed on them in pursuance of this contract are subsequently found to have been stolen from anywhere or do not conform to the quality.

The performance Security is also liable to be forfeited if the authorised chemist:

- a) Fails to adhere to the terms of the Contract or
- b) Supplies any sub-standard, spurious drugs or substitutes medicines.
- c) Delays supplies.
- d) Overcharges
- e) If the chemist is found engaged in corrupt and fraudulent practices, including subcontracting.
- f) The Chemist should not stop the supplies of the medicines/drugs without giving 30 days' notice.

Termination

Executive Director, AIIMS Kalyani, solely reserves the right to terminate the contract at any point of time without assigning any reason to the selected vendor. Such termination shall also not give rise to any liability (both financial & non-financial in nature) towards the selected vendor.

Force Mejeure

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 the 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, 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.

Indemnity

The bidder shall indemnify AIIMS Kalyani against all actions, suits claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the AIIMS Kalyani in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free AIIMS Kalyani from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to AIIMS Kalyani and will not hold AIIMS Kalyani responsible or obligated. AIIMS Kalyani may, at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or singly in case the latter chooses not to defend the case.

Disputes & Arbitration:

All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion, failing which the matter will be referred to an Arbitrator who will be appointed by the Executive Director, AIIMS 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.

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.

- If any dispute or difference of any kind arises between **AIIMS Kalyani** and the bidder in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.
- If the parties fail to resolve their dispute or difference by such mutual consultation within 60 days of its occurrence, then, unless otherwise, **AIIMS Kalyani** or the bidder may give notice to the other party of its intention to commence arbitration. The applicable arbitration procedure will be as per the **Arbitration and Conciliation Act, 1996** of India.
- **Arbitration:** If any dispute arises out of the transaction in any manner, the same shall be resolved by the arbitrator solely appointed by the **Executive Director, AIIMS Kalyani**, and the Contractor/Bidder undertakes to accept such appointment even if the sole arbitrator is an employee of **AIIMS Kalyani**. In case such person is not acceptable to the Contractor/Bidder, the decision of the **Executive Director, AIIMS Kalyani** shall be final and binding, and the award given shall be conclusive upon the parties.
- **Governing Law:** Only the law in force in India, from time to time, shall have application, and the courts in **Kolkata** shall have exclusive jurisdiction to adjudicate the disputes/differences arising out of this contract.
- **Saving Clause:** No suit, prosecution, or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything done in good faith or intended to be done in pursuance of this tender.
- **Laws Governing the Contract & Jurisdiction:** The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender, such dispute shall be subject to the jurisdiction of the court within the city of **Kolkata** only.

Annexure- I

Name of the E-Tender: Tender for Supply of

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 bidder foras 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- II

Name of the E-Tender: Tender for Supply of

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

ANNEXURE-III

(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 stockiest/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
p. & 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:

Annexure -IV
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. (Rupeesonly)
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 tounless 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 theday offor.....(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)

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 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 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: sunil.agrawal@gov.in & 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 aton

13.

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