

 Government eProcurement System		eProcurement System Government of India				
		Tender Details				
		Date : 21-Aug-2024 03:11 PM				
		 Print				
Basic Details						
Organisation Chain	All India Institute of Medical Sciences-Mangalagiri-Andhra Pradesh Procurement Cell - AIIMS Mangalagiri					
Tender Reference Number	AIIMSMG/24-25/RC/CBNAAT- GeneXpert Consumables under PAC					
Tender ID	2024_AIMSM_822186_1	Withdrawal Allowed	Yes			
Tender Type	Single	Form of contract	Supply			
Tender Category	Goods	No. of Covers	1			
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No			
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No			
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No			
Payment Instruments			Cover Details, No. Of Covers - 1			
Offline	S.No	Instrument Type	Cover No	Cover	Document Type	Description
	1	Demand Draft	1	Fee/PreQual/Technical/Finance	.pdf	Technical bid
					.xls	Financial bid
Tender Fee Details, [Total Fee in ₹ * - 0.00]			EMD Fee Details			
Tender Fee in ₹	0.00	EMD Amount in ₹	4,86,530	EMD Exemption Allowed	Yes	
Fee Payable To	Nil	Fee Payable At	Nil	EMD Fee Type	fixed	
Tender Fee Exemption Allowed	No	EMD Payable To	Payable To AIIMS Mangalagiri	EMD Percentage	NA	
		EMD Payable At	Payable At Mangalagiri			
Click to view modification history						
Work /Item(s)						
Title	NOTICE INVITING TENDER FOR SUPPLY OF CONSUMABLES FOR CBNAAT- GeneXpert MACHINE ON RATE CONTRACT BASIS FOR A PERIOD OF 02 (TWO) YEAR					
Work Description	NOTICE INVITING TENDER FOR SUPPLY OF CONSUMABLES FOR CBNAAT- GeneXpert MACHINE ON RATE CONTRACT BASIS FOR A PERIOD OF 02 (TWO) YEAR					
Pre Qualification Details	As per tender document					
Independent External Monitor/Remarks	NA					
Show Tender Value in Public Domain	Yes					
Tender Value in ₹	2,43,26,512	Product Category	Consumables (Hospital / Lab)	Sub category	NA	
Contract Type	Rate Contract	Bid Validity(Days)	180	Period Of Work(Days)	60	
Location	AIIMS	Pincode	522503	Pre Bid Meeting Place	NA	

 Government of India eProcurement System	Mangalagiri				
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Procurement cell
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	21-Aug-2024 04:00 PM	Bid Opening Date	12-Sep-2024 04:00 PM
Document Download / Sale Start Date	21-Aug-2024 04:00 PM	Document Download / Sale End Date	11-Sep-2024 04:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	21-Aug-2024 04:00 PM	Bid Submission End Date	11-Sep-2024 04:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
		1	Tendernotice_1.pdf	NIT

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
		1	Tender Documents	1.pdf	NOTICE INVITING TENDER FOR SUPPLY OF CONSUMABLES FOR CBNAAT- GeneXpert MACHINE ON RATE CONTRACT BASIS FOR A PERIOD OF 02 (TWO) YEAR
	2	BOQ	BOQ_864032.xls	BOQ	287.50

Single Bidders List

S.No.	Bidder Name	Bidder Login Id
1.	CEPHEID INDIA PVT LTD	vijay.dixit@cepheid.com

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	se@aaimsmangalagiri.edu.in	Lt. Col. Ravi Shekhar Sinha	RAVI SHEKHAR SINHA
2.	sumit_rai@aaimsmangalagiri.edu.in	Sumit Rai	SUMIT RAI
3.	montoshchakraborty@aaimsmangalagiri.edu.in	Montosh Chakraborty	MONTOSH CHAKRABORTY

GeMARPTS Details

GeMARPTS ID	0ZXWWEAVB8BS
Description	CBNAAT- GeneXpert Consumables
Report Initiated On	21-Aug-2024
Valid Until	20-Sep-2024

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid	Yes	Stage to disclose Bid Details in Public Domain	Technical Bid Opening

status	Government Procurement System		
BoQ Comparative Chart model	Normal	BoQ Comparative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Agree	
2	MSEs Order 2012	Agree	

Tender Inviting Authority

Name	Director
Address	AIIMS Mangalagiri

Tender Creator Details

Created By	Sumit Rai
Designation	FICProcurement
Created Date	21-Aug-2024 03:00 PM

अखिल भारतीय आयुर्विज्ञान संस्थान, मंगलगिरी

ALL INDIA INSTITUTE OF MEDICAL SCIENCES, MANGALAGIRI

A CAB under Ministry of Health & family Welfare, Government of India

Tender No. AIIMSMG/24-25/RC/CBNAAT- GeneXpert Consumables under PAC



NOTICE INVITING TENDER FOR SUPPLY OF CONSUMABLES FOR CBNAAT- GeneXpert MACHINE ON RATE CONTRACT BASIS FOR A PERIOD OF 02 (TWO) YEARS

AT

AIIMS MANGALAGIRI

DISCLAIMER

This Tender is not an offer by the All-India Institute of Medical Sciences, Mangalagiri but an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the All-India Institute of Medical Sciences, Mangalagiri with the vendor/ bidder.

Mangalagiri, Guntur District, Andhra Pradesh - 522503

Website: www.aiimsmangalagiri.edu.in

Tendering Portal: www.eprocure.gov.in/eprocure/app

Email: procurement@aiimsmangalagiri.edu.in

Phone Number: 08645-280036.

TENDER NOTICE

**NOTICE INVITING TENDER FOR SUPPLY OF CONSUMABLES FOR
CBNAAT- GeneXpert MACHINE ON RATE CONTRACT BASIS FOR A
PERIOD OF 02 (TWO) YEAR**

Tender No. AIIMSMG/24-25/RC/CBNAAT- GeneXpert Consumables under PAC

Critical Data Sheet	
Mode of Tender	E- Tender
Type of Bid	Single Cover Bid
Tender Publishing Date	21-08-2024 @ 4.00 PM
Pre Bid Date	-
Pre Bid Venue	-
Last date and time for submission of Tender	11-09-2024 @ 4.00 PM
Date and time for opening of tender	12-09-2024 @ 4.00 PM
EMD	Rs. 4,86, 530/-
Performance Security Deposit	3% of total contract value
Validity of Bid	180 days after bid Opening
Period of Contract	Two years from the date of work order and may be extendable further one year with the same terms and conditions.
For viewing, quoting the detailed NIT bidders may also visit our website	http://aiimsmangalagiri.edu.in https://eprocure.gov.in/eprocure/app

The Director, AIIMS Mangalagiri invites Tenders in Two Bid System (i.e., Technical and Financial Bid) from reputed, experienced Bidders for supply of Consumables CBNAAT-GeneXpert Machine on Rate Contract Basis for a Period of 02 (Two) Years at AIIMS Mangalagiri through on-line e-procurement portal www.eprocure.gov.in The Tender documents are also available in our website: www.aiimsmangalagiri.edu.in, Bidders have to submit the bids online by uploading all the required documents through www.eprocure.gov.in Bids for this tender will be accepted through online only.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. 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. The Procurement of goods and services under this tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC & I (DIPP), Govt. of India, and subsequent amendments thereof. Therefore, bidders who are claiming to be regulated under the said order are to submit documentary evidence in support of their claim. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Mangalagiri will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Director, AIIMS Mangalagiri reserves the right to accept or reject any quotation in full or part thereof without assigning any reason.

Manual bids and conditional bids will not be accepted under any circumstances and will be out rightly rejected.

F I/C (Procurement)
For Director, AIIMS Mangalagiri

TECHNICAL BID DOCUMENTS FOR BIDDER ELIGIBILITY:

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

- 1) Signed and scanned copy of duly attested copy of PAN, GST and Firm registration certificate
- 2) Scanned copy original EMD
- 3) Signed and Scanned copy of Local Content certificate as per MoC & I OM No. P-45021/2/2017-PP(BE-II) dated 16 Sept 2020 and subsequent amendments thereof.
- 4) Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchased on Rs. 100/- Stamp Paper
- 5) Signed and Scanned copy of Tender Acceptance letter “Annexure-I”
- 6) Signed and Scanned copy of profile of the organization ‘Annexure II”
- 7) Signed and scanned copy of proof of Status of Bidder: Manufacturer or Authorized Agent of the Manufacturer/ Whether Public Undertaking/Public Ltd. /Private Ltd. Company / Proprietary Firm. -Annexure-III”.
- 8) Tenderer must provide evidence of 3 years’ market experience.
- 9) Proof of supply of similar items to any Central Govt./State Govt./PSU/Semi Govt/Reputed Private institutions and preferably in Govt. hospitals and user list of at least 5 users must be uploaded with relevant documents and Annexure VI
- 10) Bidder should have minimum average annual turnover of Rs. 50 Lakhs. Signed and scanned Copy of Annual turnover statement as per Annexure-“VIII” and Attach Annual turnover ,balance sheet, & profit loss statements of last three year duly certified by CA as mentioned in tender document should be uploaded.
- 11) Income Tax Return of last three years should be uploaded.
- 12) Signed and Scanned Copy of affidavit duly certified by the notary that the bidder has never been black listed or punished by any court for any criminal offence/breach of contract and that no police/vigilance enquiry/criminal case is pending against either bidder legal entity or against individual Directors of the company or partners etc. of the firm etc. as per “Annexure-VII”.
- 13) Deviation Statement “Annexure-IX
- 14) OEM must be an BIS /ISO certified company
- 15) Relevant brochure/catalogue pertaining to the items quoted with full specifications etc.
- 16) Technical Specifications Compliance Report.
- 17) Signed & scanned copy of Price Justification “Annexure-X”.

Note: Bidders are requested to upload the clearly visible documents only other wise failing which the offer shall be liable for rejection without any further communication.

PRICE BID

Price bid in the form of BOQ_XXXX .xls

The below mentioned Financial Proposal/ Commercial bid format is provided as BOQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BOQ.xls as it is quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered / modified in any manner, tender will be completely rejected

THE SCOPE OF WORK / SCHEDULE OF REQUIREMENT

S. No.	Item Description	Req. Qty.
1	Supply of Consumables CBNAAT- GeneXpert Machine on Rate Contract Basis for a Period of 02 (Two) Years	for a Period of 02 (Two) Years

1. ~~Bids are invited from Manufacturer's/Authorized Distributors/ Authorized Dealers/ Supplier companies, to supply high quality Equipment/ Instruments as per the Technical Specification and Standard mentioned in the Schedule of requirement. - Deleted~~
2. ~~Description of Equipment along with accessories for given in below. Tenderer should arrange demo of item to faculty/officers (Technical Specification Committee) for display/testing of the equipment if necessary. - Deleted~~
3. ~~Companies well known in the line of manufacturing/Authorized Distributor/Dealer of the Equipment/Instruments/ should only quote as per our requirement and the supply /Delivery time is 4 weeks (i.e., 30 Days) only after the issue of Purchase Order. - Deleted~~
4. ~~The required in situ works like minor Electrical/Plumbing/Civil/any other Engineering Works, any accessories and consumables during the warranty period, if any required for Equipment/Instrument installation for making it operational at client site, will carried out and borne by the Successful L 1 Agency, and for this purpose no extra payment, what so ever will not paid by AIIMS Mangalagiri to any Agency. Accordingly, the vendor may bid. - Deleted~~

SCHEDULE OF REQUIREMENT/ TECHNICAL SPECIFICATIONS

S. no	Name of items with full specifications		Quantity (in figures and words)
A)	Consumables for CBNAAT GeneXpert Machine	Pack Size	Approx. Quantity required for Two years
1.	XpertMRSA/SA BC	10 Tests	100 Tests
2.	Xpert MRSA/SA SSTI	10 Tests	2500 Tests
3.	Xpert <i>C. difficile</i> BT	10 Tests	100 Tests
4.	Xpert HPV	10 Tests	500 Tests
5.	Xpert HBV Viral Load	10 Tests	250 Tests
6.	Xpert HCV Viral Load	10 Tests	250 Tests
7.	Xpert HIV – 1 Viral Load XC	10 Tests	1500 Tests
8.	Xpert MTB/RIF Ultra	50 Tests	2750 Tests
9.	Xpert MTB/XDR	10 Tests	600 Tests
10.	Xpert Carba-R	10 Tests	200 Tests

Technical Specification for CBNAAT GeneXpert, Consumables & Reagents

S. No	Name of the test	Description
1.	Xpert MRSA/SA BC (Blood & Other Samples)	<p>Reaction Time : 60-80 minutes Sample Extraction : Automated Test Requirement : Cepheid’s GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect methicillin resistant staphylococcus aureus DNA from blood & other samples Sample types : Blood & other Samples Shelf life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
2.	Xpert MRSA/SA SSTI (Exudate)	<p>Reaction Time : 60-80 minutes Sample Extraction : Automated Test Requirement : Cepheid’s GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect methicillin resistant staphylococcus aureus DNA from exudate & other samples Sample types : Exudate Shelf life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
3.	Xpert <i>C. difficile</i> BT (Stool and Other Samples)	<p>Reaction Time : 45 -60 minute Sample Extraction : Automated Test Requirement : Cepheid’s GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained</p>

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		<p>Number of tests in single kit : 50 Packing type : Cartridge Application : To detect <i>C. difficile</i> DNA Sample types : Stool & other Samples Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
4.	Xpert HPV (Genital Secretions & other Samples)	<p>Reaction Time : 60-80 minutes Sample Extraction : Automated Test Requirement : Cepheid's GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect HPV DNA. Sample types : Genital Secretions & other samples Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
5.	Xpert Xpress GBS (Vaginal swab & other Samples)	<p>Reaction Time : 30-45 minutes Sample Extraction : Automated Test Requirement : Cepheid's GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect Group B Streptococcus Sample types : Vaginal swab & other Samples Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
6.	Xpert HBV Viral Load (Blood, Plasma, Serum)	<p>Reaction Time : 60-80 minutes Sample Extraction : Automated Test Requirement : Cepheid's GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic</p>

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		<p>acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect Hepatitis B virus load. Sample types : Blood, Plasma, Serum Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
7.	Xpert HCV Viral Load(Blood, Plasma, Serum)	<p>Reaction Time : 100-120 minutes Sample Extraction : Automated Test Requirement : Cepheid's GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect Hepatitis C virus load. Sample types : Blood, Plasma, Serum Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
8.	Xpert HIV – 1 Viral Load XC Blood, Plasma, Serum)	<p>Reaction Time : 90-100 minutes Sample Extraction : Automated Test Requirement : Cepheid's GeneXpert system – Real Time PCR CBNAAT (Cartridge based nucleic acid amplification Test) Kit box size : 40 centimeter Cartridge types : Self contained Number of tests in single kit : 50 Packing type : Cartridge Application : To detect HIV load Sample types : Blood, Plasma, Serum Shell life from the date of manufacture (months) : 12 months Minimum Storage Temperature : 2 degrees Celsius Maximum Operating temperature : 18 degrees Celsius Product Certifications : CE-IVD</p>
9.	Xpert MTB/RIF Ultra (Sputum &	<p>Reaction Time : 80-100 minutes Sample Extraction : Automated</p>

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	other Samples)	<p>Test Requirement : Cepheid’s GeneXpert system – Real Time</p> <p>PCR CBNAAT (Cartridge based nucleic acid amplification Test)</p> <p>Kit box size : 40 centimeter</p> <p>Cartridge types : Self contained</p> <p>Number of tests in single kit : 50</p> <p>Packing type : Cartridge</p> <p>Application : Mycobacterium Tuberculosis (MTB) complex DNA along with Rifampicin Resistance from the Single step.</p> <p>Sample types : Sputum & other Samples</p> <p>Shell life from the date of manufacture (months) : 12 months</p> <p>Minimum Storage Temperature : 2 degrees Celsius</p> <p>Maximum Operating temperature : 18 degrees Celsius</p> <p>Product Certifications : CE-IVD</p>
10.	Xpert MTB/XDR (Sputum & other Samples)	<p>Reaction Time : 80-100 minutes</p> <p>Sample Extraction : Automated</p> <p>Test Requirement : Cepheid’s GeneXpert system – Real Time</p> <p>PCR CBNAAT (Cartridge based nucleic acid amplification Test)</p> <p>Kit box size : 40 centimeter</p> <p>Cartridge types : Self contained</p> <p>Number of tests in single kit : 50</p> <p>Packing type : Cartridge</p> <p>Application : To detect XDR MTB.</p> <p>Sample types : Sputum & other Samples</p> <p>Shell life from the date of manufacture (months) : 12 months</p> <p>Minimum Storage Temperature : 2 degrees Celsius</p>

1. Sensitivity should be $\geq 98\%$, Specificity should be $\geq 98\%$.
2. Cold chain indicator to be provided with the kits.
3. A cumulative time/temperature indicator prequalified by WHO which indicates the exposure to temperature in the range of 2–8degree C is to be provided on every pack of kits.
4. The supplier should ensure maintenance of cold chain during transportation of kits at 2° C to 8° C.
5. Original kit literature in English/Hindi (not photocopy) provided with each kit in English mentioning the principle, components, methodologies, validity, criteria, performance characteristics, bio-safety, limitations of assay, storage condition, manufacturing and expiry dates and methods of disposal provided.
6. Kit should be approved from the statutory in its country of origin.
7. Kit should be **CE-IVD** approved
8. Manufacture shall submit all necessary certifications, license and test reports to the buyer along with supplies.

9. Kit should have 3/4th of shelf life from the mentioned date of expiry when received by the department.
10. Supplier should agree to provide advance sample of the kit for buyer's approval before commencement of bulk supply.

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1. Preamble: -

- a) **Earnest Money Deposit:** EMD amounting to Rs. 4, 86, 530/- (Rupees Four Lakh Eighty Six Thousand Five Hundred and Thirty only) (refundable to unsuccessful bidders after award of the contract). **The payment shall be made in the form of Insurance security bonds, Account Payee, Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any commercial bank, may be drawn in the favor of "AIIMS Mangalagiri – Receipts" or deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC- SBIN0061485, A/c Name- AIIMS Mangalagiri – Receipts) or payment online in an acceptable form safeguarding the purchaser's interest in all respects.**
- b) The earnest money shall be valid for a period of sixty (60) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 240 days from Techno – Commercial Tender opening date.
- c) The EMD should be furnished along with the technical bid.

The Original DD EMD should reach ***O/o Procurement Cell, Room no: 2151, Logistic block, AIIMS Mangalagiri, Guntur -522503*** within the bid submission date and time for the tender. Bids received without EMD or Late will be rejected.

Exemption: Firms registered with NSIC/MSME (for sales & Service of Similar Items) 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 firm / departments have to submit the relevant certificate (NSIC/MSME etc.) and financial limit to avail this exemption.

- i) **Eligibility of Bidders:-** This invitation of Bids is open to reputed foreign/ Indian manufactures / direct importers/registered/authorized suppliers. Before formulating the tender and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in this tender document may result in rejection of its tender.
- ii) **Availability of fund:-** Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee
- iii) **Language of Tender:-**The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language, unless otherwise specified in the tender Enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- iv) The tender submitted by the bidder and all subsequent correspondence and documents

relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

- v) **Tendering Expenses:-** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.
- vi) **Corrigendum to Tender Documents:-**
- At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Document by issuing suitable Corrigendum to it
 - Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
 - Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri i.e. www.aiimsmangalagiri.edu.in.
- v) **Clarification of Tender Documents: -**
- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.
- vi) **Tender currencies: -**
- The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).
 - Bids, where prices are quoted in any other way shall be treated as non - responsive and will be rejected.
- vii) **Tender Prices:-**
- The bidder shall indicate all specified components of prices shown therein on the Price Schedule provided in BOQ including the unit prices, applicable taxes and total bid prices of goods and services. It proposes to supply against the requirement. The entire column shown in BOQ should be filled up as required. Cost per Test will be considered for Price evaluation.
 - After due evaluation of the bid(s) Institute will award the contract to the responsive bidder, who has quoted the lowest Price per test on cumulative basis as per category.
2. **Additional information and instruction on duties and Taxes:** - If the bidder desires to get reimbursement for GST (goods and services tax) should have been mentioned in BOQ. If it is not mentioned in the BOQ no reimbursement will be entertained.
3. **Firm Prices:** - The quoted rates must be valid for a period for 12 months from the date agreement. The overall offer for the assignment and bidder(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected
4. One Principal/OEM cannot authorize two agents simultaneously for the same item against same advertised tender enquiry
5. **Contract period:** The rate contract for Supply of Consumables for CBNAAT GeneXpert Machine is initially for a period of (02) Two year and can be continued / renewed for further (1) year subject to satisfaction of the All India Institute of Medical Sciences (AIIMS), Mangalagiri and on mutual consent of both the parties subject to the condition/ rules framed by the Government of India from time to time.

6. Bid validity: -

- a) The bids shall remain valid for acceptance for a period of 180 days (One hundred and Eighty days) after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- b) In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- c) In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

7. Scrutiny and Evaluation of Tenders:-

- Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.
- The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed & stamped.
- 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.
- 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 rejected.

8. Non- responsive tender :- Non submission of 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 Acceptance Form as per Annexure-I (signed & stamped) not uploaded.
- b) Bid validity is shorter than the required period.
- c) Required Bid Security (Amount, validity etc.)/ Exemption documents have not been uploaded as per stipulated provisions
- d) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Annexure-III.
- e) Bidder has not agreed to give the required performance security of required amount in an acceptable form for due performance of the contract.
- f) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, comprehensive warranty clause, dispute resolution mechanism, and applicable law.
- g) Poor/unsatisfactory past performance.
- h) Bidders who stand de-registered/ banned/ blacklisted by any Central Govt. Ministries/ Departments/ Hospitals/ Institutes.
- i) Bidder has not agreed for the delivery terms and delivery schedule.

9. Discrepancies in Prices: The Bidder(s) shall quote Rate up-to two decimals only. Bidder(s) to note that only first two decimals shall be considered for evaluation if quotation having more than two decimals.

10. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders:

A. The purchaser's evaluation of a tender will take into account the following:

The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in

vogue while evaluating, comparing and ranking the responsive tenders.

B. Criteria for selection of Lowest bid Vendor (L1)

- Vendors who qualify in the Technical Bid, the lowest financial bid for each item will be regarded as L1.
- In the situation where multiple vendors become L1 for different Reagents & Chemicals, RC shall be done for those items with the specific L1 vendor irrespective of the total number of items to which the vendor is L1.

For example:

Out of 968 total Items, Vendor A is L1 for 320 items, Vendor B is L1 for 240 items, Vendor C is L1 for 180 items and Vendor D is L1 for 228 items.

RC will be done with all vendors A, B, C and D for 320,240,180 and 228 items respectively.

- In the situation where 2 or more vendors become L1 for the same item/s, the contract will be given to all such vendors in equal proportion for supply of that particular item.

For example:

Item X has two vendors (Vendor A and Vendor B) as L1.

RC will be done for Item X with both vendors and whenever order is placed for drug X, 50% quantity shall be ordered to vendor A and 50% quantity shall be ordered to vendor B.

C. Purchase Preference to Local Suppliers

In pursuance of Government of India Order no. P-45021/2/2017-B.E.-II dated 15/06/2017 purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
- b. In the procurements of goods which are not covered by paragraph 1.a above and which are divisible in nature, the following procedure shall be followed:
 - I) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - II) If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left

uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c. In procurements of goods not covered by subparagraph 1.a above and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii) If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii) In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

11. Exemption of small purchases: Notwithstanding anything contained in paragraph 1 above, procurements where the estimated value to be procured is less than Rs 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

12. Minimum local content: The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.

13. Margin of Purchase Preference The margin of purchase preference shall be 20%

14. Bidder's capability to perform the contract:

- a) The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the Schedule of Requirements, then, such determination will be made separately for each schedule.
- b) The above-mentioned determinations will inter-alia take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the Tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.

15. Contacting the Purchaser: In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

16. Purchaser's Right to accept any tender and to reject any or all tenders: The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders

17. Corrupt or Fraudulent Practices: It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser

defines, for the purposes of this provision, the terms set forth below as follows:-

- a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; &
 - b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - c) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - d) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 18.** Bidder might be required to demonstrate the system at the discretion of the institute.
- 19.** DSC (Digital Signature Certificate) to be used for electronic correspondence like e-mail by both purchaser as well as bidders, to ensure the authentication of the users of the system and digital signing of the documents for any type of correspondence.
- 20.** The bidder(s) must be submit Tender Acceptance Form (Annexure-I) as acceptance of all terms & condition of the tender.
- 21. Signing of Contract:** The successful bidder shall execute an agreement for ensuring satisfactory supply, installation, commissioning and the after sales service/support during the comprehensive warranty period and during the Comprehensive Annual Maintenance Contract
- 22.** The Director reserves the right to accept or reject any or all tenders without assigning reasons.
- 23.** The Director reserves the right to modify, add or delete any terms & conditions of the contract as and when required.

GENERAL TERMS & CONDITIONS

1. Pre-Qualification Criteria:

- a) Bidder should be the manufacturer/authorized dealer/Distributor/Trader/ Supplier. Letter of Authorization from Manufacturer for the same and specific to the tender should be uploaded in the prescribed place.
- b) An undertaking from the original Manufacturer is required stating that they would facilitate the bidder on regular basis with technology/product updates and extend support for the warranty as well. The scanned copy of same to be uploaded (if applicable)

2. Performance Security: -

Performance Security may be furnished in the form of Insurance Security Bonds, Account Payee Demand Draft, Fixed deposit receipt, Bank Guarantee from a commercial bank, may be drawn in the favor of “AIIMS Mangalagiri – Receipts” or bank deposit /transfer to the following Bank Account details (Account no: 38321557910, IFSC-SBIN0061485, A/c Name- AIIMS Mangalagiri – Receipts) or online payment in an acceptable form safeguarding the purchaser’s interest in all aspects.

In case of the contract fails to submit the requisite PSD even after 2 weeks from the date of issue of NOA the contract shall be terminated duly forfeiting the EMD and other dues if any payable against the contract. The failed contractor shall be debarred from participating in re-tender (if any) for that item. Performance Security Deposit is

mandatory.

- a) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non – observance of any condition of the contract.
- b) Successful supplier/firm should submit performance Security Deposit as prescribed in favour of “AIIMS, Mangalagiri” and to be received in the *office of Faculty In charge (Procurement), Room no: 2151, Logistic block, AIIMS Mangalagiri, and Guntur-522503* before the date of commencement of supply or 2 weeks from the date of acceptance of the purchase order, whichever is earlier. The Performance Security Deposit to be furnished in the form of Bank Guarantee as per given Performa of the tender documents, for an amount covering 3% of the contract value.
- c) Validity of the Performance Security Deposit shall be for a period of 60 days beyond of the warranty period from the date of issue of installation & commissioning

3. Use of contract documents and information

- (i) The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this Tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- (ii) Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in this tender except for the sole purpose of performing this contract.
- (iii) Except the contract issued to the supplier, each and every other document mentioned in tender shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligations under this contract.

4. Patent Rights: The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

5. Country of Origin

- b. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- c. The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

6. **Assignment:** The bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

7. Sub Contracts

(iv) The bidder shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the bidder from any of its liability or obligation under the terms and conditions of the contract.

(v) Sub contract shall be only for bought out items and sub-assemblies.

(vi) Sub contracts shall also comply with the provisions of "Country of Origin".

8. **Delivery:** - The items will have to be supplied at Central Stores in AIIMS Mangalagiri premises. No transportation/ cartage charges will be provided for the same. All the aspects of safe delivery shall be the exclusive responsibility of the supplier.
9. The tenderer must quote rates including freight, insurance, cartage, labour charges etc. on Door Delivery basis at AIIMS, Mangalagiri.

10. The tenderer is advised to visit the site before quoting the rates with the due permission of Competent Authority of AIIMS, Mangalagiri

11. **Signing the Contract:** - The successful bidder shall be required to execute the Contract Agreement accepting all terms and conditions stipulated herein on a non-judicial stamp paper of Rs. 500/- (Rs. Five Hundred only) along with performance security within fifteen (15) days from the issue of notification of award. In the event of failure on the part of the successful bidder to sign the Contract within the period stipulated above, the acceptance of BID shall be considered as cancelled.

12. **Payment clause:** - 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan. Payment will be made within 30 days from the date of submission of bill. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients. The bill in triplicate may be sent to this office for settlement after satisfactorily completion of work. The bill should have full particulars of the items(s) and submitted on monthly basis.

No payment shall be made in advance nor shall the loan from any bank or financial institutions be recommended on the basis of the order of award of work.

The contractor shall submit the bill only after successfully completion of work to the satisfaction of the AIIMS Mangalagiri, on receipt of a pre-receipted bill invoice from the Contractor the case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for poor quality of work.

13. **Inspection:** -

a) AIIMS, Mangalagiri shall have the right to inspect and/or to test the goods to confirm their conformity to the Tender Specifications at no extra cost to the Purchaser.

- b) AIIMS, Mangalagiri right to inspect, test and, where necessary, reject the Goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by AIIMS, Mangalagiri prior to the goods shipment.
- c) The Director, AIIMS Mangalagiri shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d) No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

14. Breach of Terms and Conditions: In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by AIIMS, Mangalagiri in that event the security deposit shall also stands forfeited.

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

16. Fall clause: If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform AIIMS, Mangalagiri immediately about such reduction in the contracted prices. The AIIMS, Mangalagiri is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the AIIMS, Mangalagiri on account of the increase in Taxes.

17. Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected without assigning any reasons and no communication in this regard shall be made.

18. The quantity of item given in the tender is tentative, which may be increased or decreased as per the institute's requirement.

19. No escalation in rates on any account will be permitted during the contract period. Also, no subsidy will be given over the quoted rates.

20. After due evaluation of the bid(s) Institute will award the contract to the lowest evaluated responsive tenderer on individual item basis
21. Conditional bid will be treated as unresponsive and it may be rejected.
22. The Income Tax/ Any other Taxes as applicable shall be deducted from the bill unless exempted by the Income-tax department.
23. The items will have to be supplied at Institute's designated site. No transportation/ cartage charges will be provided for the same.
24. The Successful Tenderer shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of making arrangement for supply of the desired goods even on short notice to AIIMS, Mangalagiri.
25. **Subletting of Contract:** Bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other Second Party without prior written consent of the AIIMS Mangalagiri. If it is found that the bidder has given subcontract for supply of reagents for AIIMS Mangalagiri on the basis of Procurement/Purchase Order, the contract shall stand cancelled & the performance security shall be forfeited.
26. AIIMS Mangalagiri shall not be responsible for any financial loss or other damages or injury to any time or person deployed/supplied by the bidder in the course of the performing the duties to this office in connection with purchase order/supply order for supplying of items.
27. **Liquidated Damage:** If vendor fails to maintain 40% stock than per day penalty of Rs. 50,000/- will be imposed on vendor. If AIIMS Mangalagiri needs to purchase Reagents & Chemicals from L-2 vendor price difference in addition to penalty will be charged.
28. The bidder is required to submit compliance sheet, which should reflect details of clause-by-clause compliance of technical specifications as well as general terms & conditions failing which their offer shall be rejected.
28. **Governing language:** The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.
29. **Notices:** - Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract. In case of e-mail, it notices document must be verified by DSC. The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
30. **Penalties for non-performance**

The penalties to be imposed, at any stage, under this tender are;

- a) imposition of liquidated damages,
- b) forfeiture of EMD/performance security,
- c) termination of the contract,
- d) Blacklisting/debarring of the bidder

31. Termination of Contract

- a) **Termination for default:** - The Institute, without prejudice to any other contractual rights and remedies available to it (the Institute), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful Bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Institute.
- b) In the event of the Institute terminates the contract in whole or in part, the Institute may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Institute for the extra expenditure, if any, incurred by the Institute for arranging such procurement.
- c) Unless otherwise instructed by the Institute, the successful bidder shall continue to perform the contract to the extent not terminated.
- d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Institute reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful Bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and or will accrue thereafter to the Institute.
- e) **Termination for convenience:** - The Institute reserves the right to terminate the contract, in whole or in part for its (Institute) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Institute. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

32. Force Majeure:-

- (i) For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes

excluding by its employees , lockouts excluding by its management, and freight embargoes.

(ii) If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

(iii) If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

33. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

34. Arbitration / Resolution of disputes:-

a) In the event of any dispute or difference(s) between the vendee (AIIMS Mangalagiri) and the vendor(s) arising out of non-supply of material or supplies not found according to the specifications or any other cause what so ever relating to the supply or purchase order before or after the supply has been executed, shall be referred to the Director AIIMS Mangalagiri who may decide the matter himself or may appoint arbitrator(s) under the arbitration and conciliation Act 1996. The decision of the arbitrator shall be final and binding on both the parties.

b) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty- one days of its occurrence then, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration.

35. Applicable Law & Jurisdiction of Courts

a) The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

b) All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Mangalagiri (Andhra Pradesh, India).

Special Terms & Conditions

- a) Should hold valid manufacturing licenses for supply of Consumables. Tender should be quoted only by the actual manufacturer or their authorized distributors.
- b) The tenderer should have adequate manufacturing/supply facilities in order to keep steady supply of Consumables
- c) The firm should have adequate and efficient transport for supplying of Consumables. Failure or delay in supply Consumables shall result in financial penalty and any other levies as decided by AIIMS Mangalagiri.

- d) The Tenderer should give an undertaking that if he fails to maintain quality standards and if some mishap occurs, the supplier company shall be responsible for the same.
- e) The Consumables should have company monogram printed. It should also mention date of manufacturing and due date of Expiry.
- f) Successful bidders would be bound to supply the Consumables even after completion of tenure on tender rates, terms and condition till the next tender/fresh arrangement is finalized.
- g) The Director reserves the right to cancel the tender at any time without assigning any reason thereof.
- h) The place of delivery will be Central Store of AIIMS Mangalagiri.
- i) The Consumables to be supplied should be pure and safe for human use and should meet the latest Quality standards.
- j) In case of any disputes the decision of Director shall be final and binding on both parties and jurisdiction will be Mangalagiri for all disputes.
- k) The Tenderer are bound to supply the store/ room during the validity of tender at the approved rates. The validity of the tender will be for the period of 270 days from the date of finalization of the tender. The rates quoted should be certified as the lowest quoted for any institutions in India in the last two years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

The Director, AIIMS Mangalagiri, invites E-Bids in Two Bid System (i.e., Technical and Financial Bid) from eligible Manufacturers / Direct Importers/ Authorized distributors by online mode through E-procurement portal <https://eprocure.gov.in/> on mutually agreed terms and conditions and satisfactory performance

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/>

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- b) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search

active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

- a) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid.
- b) Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- c) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. CORRIGENDUM

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit, modify the Tender Enquiry Document by issuing suitable Corrigendum to it.
- b) Corrigendum in technical specification issued after pre-bid meeting will be final & no corrigendum will be issued thereafter.
- c) Corrigendum will be notified through <https://eprocure.gov.in/eprocure/app> and website of AIIMS Mangalagiri.

5. SUBMISSION OF BIDS:

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed.

Once the details have been completed, the bidder should save it and upload it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- d) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.
- f) Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.
- g) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) Upon the successful and timely submission of bids (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- i) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be call directed to the 24x7 CPP Portal Helpdesk.

Institute website: <http://aiimsmangalagiri.edu.in>

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

For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4001 005, 0120-6277 787

Email Support: cpp-doe@nic.in , support-eproc@nic.in

Tender queries: procurement@aiimsmangalagiri.edu.in

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PRICE BID FORM

To,

The Director,

AIIMS Mangalagiri

1. I/Wesubmitted the bid for Tender No., dated for **“Tender for Supply of Consumables for CBNAAT- GENEXPERT Machine on Rate Contract Basis for a Period of 02 (Two) Year at AIIMS Mangalagiri”**

2. I/We thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained appendix of Terms & Conditions of contract and agree to abide by them.

3. I/We hereby offer to supply at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

S.No	Description of Item	Qty	Pack Size	Basic rate	GST in Rs.	Total Amount incl All taxes in Rs.
1.						
2.						
3.						

Note: Rates are inclusive of all charges like freight, Unloading, Installation, levies, and duties except Service Tax. Service Tax shall be paid as per actual, hence it should be shown separately. “Discount” or extra charges if any mentioned by the bidders shall not be considered unless these are specifically indicated in the price schedule.

Date

Place

Signature of the Bidder / Authorized signatory Name

Address

Telephone

Seal

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

The Director,

AIIMS Mangalagiri

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: _____ as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), technical Specifications etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure – II

PROFILE OF THE ORGANIZATION/COMPANY/FIRM

(To be given on Company Letter Head)

Particulars of the Firm/Company/Agency		
1.	Name of the firm/Company/Agency	
2.	Type of Firm/Company (Individual/ proprietary/ partnership/ public/private/ limited/ if any specify)	
3.	Type of business (Manufacturer/ Authorized Agent/ Consulting company/ if any specify)	
4.	Website	
5.	Year of Establishment	
6.	Permanent Account No (PAN)	
7.	GST Registration Certificate No	
8.	Communication Address	
9.	Email ID	
10.	Telephone/Phone Number	
Particulars of the firm representative		
11.	Name of the contact person	
12.	Designation	
13.	Email ID	
14.	Mobile No.	
Particulars of firm Bank Account		

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15.	Name of the account holder / Firm	
16.	Account Number	
17.	Name of the Bank & Branch	
18.	IFSC Code	
19.	MICR code	
20.	Type of account	
21.	Address	
<i>*Please attach a Cancelled Cheque along with the account information form.</i>		

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information

I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge responsibility expected or me as a participant under the scheme.

Certified that the particulars furnished above are correct as per our records.

Signature of the Authorized

Date:

Designation Office Seal of the Bidder)

Annexure – III

MANUFACTURER'S AUTHORISATION FORM

(To be submitted by authorized dealers/representatives/importers)

No.

Dated:

To

Director,

All India Institute of Medical Sciences,

Mangalagiri – 522503 (Andhra Pradesh, India)

Dear Sir,

Tender No _____ :

1. We (name of the OEM) are the original manufacturers of the above equipment/Items having registered office at (full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of bidder) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no.
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
3. We also hereby undertake to provide full guarantee/warranty /Comprehensive Annual Maintenance Contract as agreed by the bidder in the event the bidder is changed as the dealers or the bidder fails to provide satisfactory after sales and service during such period of Comprehensive Warranty / Comprehensive Annual Maintenance Contract and to supply all the spares/ accessories / consumables etc. during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name)

For and on behalf of M/s. _____

Date:

(Name of manufacturers)

Place:

Note: This letter of authority should be submitted on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure - IV

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

I _____ S/o,D/o,W/o _____ R

resident of _____ do hereby solemnly

affirm and declare as under: P-45021/2/2017-B.E.-II dated 15/06/2017.

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals. Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms based on the assessment of an authority so nominated by the Department of Pharmaceutical. Government of India for the purpose of assessing the local content, action will be taken against me as per Oder No. P-45021/2/2017-B.E-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated – 18.05.2018.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to any statutory authority.

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

(Name of firm/ entity)

Authorized signatory (To be duly authorized by the Board of Director)

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)
do hereby constitute, appoint and authorize Sri/Smt (Name
and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender no..... for
..... (Equipment /Item name).

I/ We hereby also undertake that I/we will be responsible for all action of
Sri/Smt..... Undertaken by him/her during the tender process
and thereafter on award of the contract. His / her signature is attested below

Dated this the ___ day of 20_ For _____

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Format of Experience certificate

Contract No./Supply order No.	Name of the Purchaser*	Description of work	Qty Supplied	Value of Contract (Rs. In Lakhs)	Date of issue of work order	Stipulated period of completion	Actual date of completion

* Attach certificate(s) of payments.

AFFIDAVIT

(On Non-Judicial Stamp paper of Rs. 100)

I, _____ Son / Daughter / Wife of
Shri _____ resident of _____ Proprietor/Director
authorized signatory of the agency/Firm (M/s _____), do hereby solemnly affirm and
declare as follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood entire tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director etc. as individual or against legal entity of the Company /Firm/Agency.
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the F I/C (Procurement), AIIMS, Mangalagiri immediately after we are informed but, in any case, not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Institute.

(Signature of the
Bidder)

Date:

Name:

Place:

Designation

Seal of the Agency

Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

ANNUAL TURNOVER STATEMENT

(At the Letter Head of Chartered Accountant)

I/We have examined the books of account and other relevant records of
 (bidding firm name), having its registered office at (full
 address of bidding firm) and do hereby certify that:

(1) Annual gross turnover as per Annual Accounts of the firm for last three years is as under-

Sl.No.	Financial year	Turnover
1.	2021-2022	
2.	2022-2023	
3.	2023-2024	

(2) Average turnover of the firm for last three financial years is Rs.

Signature of CA (with stamp of Firm)

Name-

(Registration No.-)

(Chartered Accountant)

UDIN Number:

Firm name-

Proprietor name

Signature (with stamp)

Date-

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	Deviation	Remarks (including Justification)

Place :

Date :

Signature and seal of the Bidder

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

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Tender No.:

I/We, M/s. _____ certify that the rates provided are our best rates and we have not given regents to any Government Department/PSU/Institution for lesser than these rates in last one year.

SIGNATURE AND STAMP OF THE BIDDER

The “Integrity Pact” on Govt. issued Stamp paper of Rs. 100 Duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/Stamp in every page

Tender NO.....

INTEGRITYPACT

Between

AIIMS, Mangalagiri, an Autonomous Body under PMSSY, MoHFW (hereinafter referred to as "The Buyer/Employer")

And

..... (herein after referred to as "The Bidder/Seller/Contractor")

and

.....(herein after referred to as "JVPartner /Consortium Members"

(if applicable)

Preamble

The Employer invites the bids from all eligible bidders and intends to enter into Contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and off airness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Employer

1. The Employer commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-

(a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a bid / contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.

(b) The Employer shall, during the bidding process treat all Bidders/Sellers with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders/Sellers the same information and will not provide to any Bidder/Seller confidential/additional information through which the Bidder(s)/Seller(s) could obtain an advantage in relation to the bidding process or the Contract execution.

(c) The Employer will exclude from the process all known prejudiced persons.

2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 – Commitments and Undertakings by the Bidder/Contractor

1. The Bidder / Seller / Contractor or commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

(a) The Bidder / Seller / Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

(b) The Bidder / Seller/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other bidders /Sellers. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder / Seller / Contractor or undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/ Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or

transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

(d) The Bidder / Seller / Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and/or award of the contract.

(e) The Foreign Bidder / Seller / Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder / Seller / Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

2. The Bidder / Seller / Contract or will not instigate and allure third persons/parties to commit offences outlined above or bean accessory to such offences.

Section 3 - Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Seller(s) / Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder/Seller/ Contract or into question, the Employers hall been titled to disqualify the Bidder(s) /Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Seller / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Seller/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by this verity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors with in the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02)years.

3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Bidder/ Seller/ Contractor with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Seller / Contractor could be revoked by the Employer if the Bidder/ Seller/ Contractor can prove that he has restored/ recouped the damage caused by himand has installed a suitable corruption prevention system in his organization.

Section 4 – Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Seller / Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit / Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Bidder / Seller / Contractor's Default.

Section 5 - Previous Transgression

1. The Bidder/ Seller / Contractor swears on oath that no previous transgression impinging on anti-corruption principles /any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Autonomous Body / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder/ Seller / Contractor makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 – Company Code of Conduct

1. Bidders/ Sellers / Contractors are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 – Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to Deputy Director Administration of the Employer or a person authorized by him.
3. The Bidder/Seller/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the Employer including that provided by the Bidder/ Seller/Contractor. The Bidder/ Seller / Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors with confidentiality.

4. The Employer will provide to the IEMs 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 Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management/ Administration of the Employer (DDA of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/ Seller / Contractor to present its case before making its recommendations to the Employer.

6. The IEMs will submit a written report to DDA of the Employer or person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.

8. If the IEMs have reported to CMD of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, with in reason able time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word "IEM" will include Singular or Plural.

Shri. Anil Kumar Sharma
B901, Aakriti Shantiniketan,
Sector – 143 B, Noida,
Gautam Budh Nagar, U.P – 201301

Shri. R Nagarajan
Flat No. 3C, Kohinoor Apartments,
Kalkaji Extension,
kalkaji, New Delhi-110019.

Section 8 - Pact Duration

1. This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract and for all other unsuccessful bidders 6 months after the Contract has been awarded.

Section 9 – Miscellaneous Provisions

1. This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi.

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

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3. 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.

4. If the Bidder / Seller / Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV/ Consortium Partners as the case may be.

The Parties here by sign this Integrity Pact at.....on this.....day of20....

Employer Bidder/Contractor Joint Venture

Partner(s)/

member(s)		Consortium (As Applicable)
Witness	Witness	Witness
1. _____	1. _____	1.
2. _____	2. _____	2.

CHECK LIST

S. no	Parameters	Page No
1.	PAN & GST	
2.	EMD Submission	
3.	Tender Acceptance letter “Annexure-I”	
4.	profile of the organization “Annexure II”	
5.	Manufacturer Authorization form “Annexure-III”	
6.	Format for Affidavit of Self Certification regarding Local Content in a Medical Devices to be purchase on Rs. 100/- Stamp Paper “Annexure-IV”	
7.	Power of Attorney “Annexure-V”	
8.	Proof of supply of similar items to any Central Govt./State Govt./PSU/Semi Govt/Reputed Private institutions and preferably in Govt. hospitals – “Annexure –VI”	
9.	Signed and Scanned Copy of blacklisting affidavit “Annexure-VII”.	
10.	Avg. Annual Turnover “Annexure – VIII”	
11.	No Deviation Statement “Annexure – IX”	
12.	Price Justification “Annexure – X”	
13.	Income Tax Return of last three years	
14.	Drug License as applicable	
15.	Signed and scanned copy of Integrity pact affidavit “Annexure – XI”	

Date :

Signature with stamp

Place : Bidder/Vendor