ALL INDIA INSTITUTE OF MEDICAL SCIENCES,
BILASPUR, HIMACHAL PRADESH-174001, INDIA

PROCUREMENT SECTION

TENDER ENQUIRY DOCUMENT

(TWO BID SYSTEM FOR SUPPLY OF CONSUMABLES FOR DEPARTMENT OF RADIATION ONCOLOGY)

(This document consisting of **57** Pages)

Advertised Tender Enquiry No.:	**AIIMS/BLS/(G)/26-27/E-Tender/10**
Rate Contract items:	**Supply of Consumables for Department of RADIATION ONCOLOGY.**
Period of Rate Contract:	**02 years rate contract basis**

Email: storeofficer@aiimsbilaspur.edu.in
URL: - **https://www.aiimsbilaspur.edu.in/**

SECTION-I

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BILASPUR, HIMCHAL PRADESH-174001

NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No: AIIMS/BLS/(G)/26-27/E-Tender/10

On behalf of Executive Director, AIIMS, Bilaspur, Himachal Pradesh -174001, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following Goods for conclusion of Rate Contract for a period of 02 Years and may be extendable for further one year: -

Schedule Name	Details	No. of Items	Estimated Amount for 2 Years
Schedule 1.001 to 1.004	**Supply of Consumables for Department of RADIATION ONCOLOGY.**	04	**48,71,000/-**
	EMD Amount		**2,43,550**/-

CRITICAL DATE SHEET

Published Date & Time	As Per mentioned on CPPP Portal
Bid Document Download/Sale Start Date	As Per mentioned on CPPP Portal
Seek Clarification Start Date	As Per mentioned on CPPP Portal
Seek Clarification End Date	As Per mentioned on CPPP Portal
Pre-Bid Meeting Date	As Per mentioned on CPPP Portal
Pre-Bid Meeting Venue	As Per mentioned on CPPP Portal
Bid Submission Start Date & Time	As Per mentioned on CPPP Portal
Bid Submission End Date & Time	As Per mentioned on CPPP Portal
Bid Opening Date & Time	As Per mentioned on CPPP Portal

Instructions:

1. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app
2. The Bidder shall download the Tender Enquiry Document directly from the websites https://eprocure.gov.in/eprocure/app & AIIMS Bilaspur websites **https://www.aiimsbilaspur.edu.in/** and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Para No. 17 of GIB of Tender Enquiry Document.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes / modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of bid, for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn **in favour of the Miscellaneous Account, AIIMS Bilaspur Himachal Pradesh.** The original Earnest Money/Bid Security must be delivered to the **Faculty In-Charge (Procurement), 2nd Floor, Admin Block, AIIMS, Bilaspur, Himachal-174001** till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.
9. The tender received after due date or without the earnest money wherever required shall not be considered.
10. Procurement of items shall be done in a staggered manner as required by Institute.
11. 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. **The bid should not be conditional**. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.
12. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bilaspur will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:
https://eprocure.gov.in/eprocure/app
For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.
E-Mail: support-eproc[at]nic[dot]in,

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

i) "Purchaser" means the organization i.e. AIIMS/Center/Hospital/Department/Sections purchasing goods as incorporated in the Tender Enquiry Document.
ii) "Bid" means Quotation / Tender received from a Firm / Tenderer / Bidder.
iii) "Bidder" means Tenderer/ the Individual or Firm submitting Bids / Quotation / Tender
iv) "Supplier" means the individual or the firm supplying the goods as incorporated in the Rate Contract/Purchase Order.
v) "Goods" means all articles, material, commodity, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, vehicles, medicines, assemblies, sub-assemblies, accessories, intangible products like software, technology transfer, licenses, patents or other intellectual properties purchased or otherwise acquired for the use of Government but excludes books, publications, periodicals, etc. for a library. The term 'goods' also includes works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and maintenance.
vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the Rate Contract.
vii) "Bid Security" (BS) means Earnest Money Deposit / monetary or financial guarantee to be furnished by a bidder along with its tender.
viii) "Contract" means Rate Contract/Purchase Order which means the written agreement entered into between the purchaser and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder for due performance of the Rate Contract/Purchase Order placed on it. Performance Security is also known as Security Deposit.
x) "Consignee" means the Center/Hospital/Department/Sections /person to whom the goods are required to be delivered as specified in the Purchase Order.
xi) "Specification" also called Technical Specifications means the document/standard that prescribes the requirement with which goods has to conform.
xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product and comparing the same with the specified requirement mentioned in the Rate Contract/Purchase Order to determine conformity.
xiii) "Day" means calendar day.

1.3. Abbreviations:

i) "ATE" means Advertised Tender Enquiry
ii) "NIT" means Notice Inviting Tenders.
iii) "GIB" means General Instructions to Bidders
iv) "SIT" means Special Instructions to Bidders
v) "GCC" means General Conditions of Contract
vi) "SCC" means Special Conditions of Contract
vii) "BG" means Bank Guarantee
viii) "GST" means Goods & Service Tax
ix) "RC" means Rate Contract

2. Introduction

2.1 The Purchaser has issued these Tender Documents for purchase of goods as mentioned in Section –V "Special Conditions of Contract" & Section-VI – "Schedule of Requirements & Technical Specifications", which also indicates, *interalia,* the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - "General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the bidder for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of Rate Contract/Purchase Order.

2.3 The bidder shall also read the Special Instructions to Bidders (SIB) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIB and the SIB, the provisions contained in the SIB shall prevail over those in the GIB.

2.4 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, etc. contained in the Tender Document. Failure to provide and/or comply with the required information, instructions etc. incorporated in these Tender Documents may result in rejection of its Bid.

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Bid

4.1 The bid submitted by the bidder and all subsequent correspondence and documents relating to the bid exchanged between the bidder and the purchaser, shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its bid may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail**.**

5. Eligible Bidders

5.1 This Invitation for Tenders is **open** to all bidder who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Bid Expense

7.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, uploading of its bid 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 Tender process.

B. TENDER ENQUIRY DOCUMENT

8. Content of Tender Enquiry Document

8.1 In addition to Section I – "Notice Inviting Tender" (NIT), the Tender Enquiry Document includes:

- Section II – General Instructions to Bidders (GIB)
- Section III – Special Instructions to Bidders (SIB)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – Schedule of Requirements & Technical Specifications
- Section VII – Qualification Criteria
- Section VIII – Price Schedules (BoQs)
- Section IX – Bank Guarantee Form for Bid Security
- Section X – Manufacturer's Authorization Form
- Section XI – Bank Guarantee Form for Performance Security
- Section XII – Performa of Consignee Receipt Certificate
- Section XIII – Performa of Final Consignee Acceptance Certificate
- Section XIV _ Compliance certificate of GFR-144 (xi)
- Section XV _ Certificate of Local Content
- Section XVI _ Integrity Pact on Rs 100 Stamp paper

8.2 The relevant details of the required goods, the terms, conditions and procedure for Tender, bid evaluation, placement of Rate Contract/Purchase Order, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

9. Corrigendum to Tender Enquiry Document

9.1 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.

9.2 Corrigendum will be notified through https://eprocure.gov.in/eprocure/app only.

9.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment, the purchaser may, at its discretion extend the deadline appropriately for the submission of bids and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Enquiry Document & Pre- Bid Meeting

10.1 A bidder requiring any clarification or elucidation on any issue of the Tender Enquiry Document may take up the same with the purchaser through CPP Portal only. The purchaser will respond through CPP Portal to such request provided the same is uploaded within the time schedule mentioned in "Critical Date Sheet."

10.2 All the Prospective bidders are requested to attend Pre-Bid Meeting at venue & on date as mentioned in Critical Date Sheet to have a clear understanding on schedule of requirements, specifications and on terms & conditions of the tender. After due deliberation, changes if any may be incorporated in the tender document and will be uploaded on our official website as "Corrigendum". Therefore, bidders may submit their bid accordingly as per changes if any incorporated after Pre-Bid Meeting. No press advertisement will be made for corrigendum(s).

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

11.1 The **Two Bid System**, i.e. "Techno – Commercial Bid" and "Price Bid" prepared by the bidder shall comprise the following:

A) Techno – Commercial Bid (Un-priced Bid)

i) Scanned copy of "EMD/Bid Security" furnished in accordance with GIB alternatively, documentary evidence as per GIT for claiming exemption from payment of EMD/Bid security to be uploaded.

ii) Scanned copy of "Specifications Quoted" as per Section- VI of Tender Enquiry Document viz-a-viz technical specification of the quoted goods.

iii) Scanned copy of "Technical Brochure/Catalogue of OEM of quoted goods" detailing its technical parameters.

iv) Scanned copy of **three years of experience** of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.

v) Scanned copy of non-backlisting/ non-debarred Certificate on non-judicial stamp paper.

vi) Scanned copy of GST registration certificate.

vii) Scanned copy of turnover should be duly authenticated by a Chartered Accountant for the last three years should be enclosed.

viii) Scanned copy of Certificate of Local Content As per Section XVIII.

ix) The Scanned Copies of following documents, wherever applicable may be uploaded under "Other Important Documents":

a) Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of "Manufacturer's Authorization Form" as per Section XI. While giving authorization to agent, to quote on their behalf, manufacturer

has to give the reasons for not quoting directly against this bid in the Manufacturer's Authorization Form to be uploaded. However, in cases of Office Stationery, Printing Stationary, General Items etc. such Authorization may be given by wholesaler of OEM.

b) The bidder must upload scanned copy of an affidavit on non-judicial stamp paper of Rs.100/- for fall clause i.e. the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause) as per clause no. 18 of GCC.

x) Scanned Copy of undertakings and Other Documents as per TED.

xi) Restrictions under Rule 144 (xi) of the GFRs 2017 as per order no. F.No.6/18/2019 PPD dated 23rd July, 2020 regarding land Border sharing issued by Department of Expenditure, Public Procurement Division will be applicable. Relevant documents regarding this order to be uploaded as per section Section-XVII (Performa).

xii) The bidder must upload required quality documents in "Other Important Documents" of techno commercial bid for each items along with item no. i.e. ISO/CE/ISI/USFDA/IP/BP/USP as mentioned in the specification of tender items, failing which the offer for such items will be rejected.

Note: It is the responsibility of bidder to go through the Tender Enquiry Document to ensure uploading all required documents in addition to above, if any.

B) Price Bid:

Price Schedule(s) as per BoQ format filled up with all the details including Make, Model etc. of the goods offered to be uploaded.

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

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

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

Note:

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

2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the bid and all other related documents must be signed by every partner of the firm and uploaded.
3) Person digitally signing the Tender Acceptance Form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, liable for rejection of bid or cancel of contract and hold the signatory liable for all cost and damages.

11.3 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Bid sent by fax/email shall be ignored.

12. Bid Currencies

12.1 The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR).

12.2 Bids, where prices are quoted in any other way shall be treated as non - responsive and rejected.

13 Bid Prices

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

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

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

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

13.5 The rates and units shall not be over written; amount shall be both in figures and words.

13.6 The rates should be quoted against each item. The special terms, if any, should be added on a separate sheet with tender.

13.7 In case of sole authorized dealer, self-fabricated price lists will not be entertained.

13.8 A bid, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

13.9 Bid sent by fax/email shall be ignored.

14. Firm Price

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

14.2 Statuary variation in GST will be applicable.

15. Alternative Models/Brands/Quality

15.1 Alternative Models/Brands/Quality are not permitted. The Bidder are required to quote Models/Brands/Quality of best quality meeting tender specifications. Wherever, a bidder quotes alternative Models/ Brands/ Quality, there bid will not be considered for that item.

15.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same Advertised Tender Enquiry for the same item/product. In a bid, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same models in the same Advertised Tender Enquiry.

16. Documents establishing good's Conformity to Tender Enquiry Document.

16.1 The bidder shall upload in its bid the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods offered in the bid fully conform to the goods specified by the purchaser in the Tender Enquiry Document. For this purpose, the bidder shall also upload a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the Tender Enquiry Document to establish technical responsiveness of the goods offered in its bid.

16.2 In case there is any variation and/or deviation between the goods prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its bid.

16.3 If a bidder furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods offered by it, its bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

17. Bid Security (BS) /EMD

17.1 Pursuant to the bidder shall furnish along with its bid, Bid Security for amount as shown in the Notice Inviting Tenders (NIT).

17.2 The original Earnest Money/Bid Security must be delivered to address as given in NIT till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.

17.3 The bidders who are currently registered with MSME for the goods as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSE Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject goods issued by department of MSME.

17.4 The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:

i) Fixed Deposit Receipt
ii) Bank Guarantee

17.5 The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favors of as indicated in the NIT payable at Bilaspur, Himachal Pradesh. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the format specified under Section X in these documents.

17.6 The Bid Security shall be valid for a period of forty-five (45) days beyond the validity period of the bid. As validity period of Bid is 270 days, the Bid Security shall be valid for 315 days from Techno – Commercial Bid opening date.

17.7 The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.

17.8 Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

18. Bid Validity

18.1 The bid shall remain valid for acceptance for a period of **270** days (Two hundred and Seventy days) after the date of bid opening prescribed in the Tender Document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

18.2 In exceptional cases, the bidder may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed by mail/fax/email. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the Bid Security accordingly. A bidder, who may not agree to extend its bid validity after the expiry of the original validity period, their bid will not be considered further and the Bid Security furnished by them shall be returned.

18.3 In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

19. Instructions for Online Bid Submission and Registration on CPP Portal:

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

19.2. Registration on CPP Portal:

i) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/ eprocure/app) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.

ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

19.3. Searching for Tender Enquiry Document on CPP Portal:

i) 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.

ii) 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.

iii) 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.

19.4. Preparation of Bids for uploading on CPP Portal

i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

ii) Please go through the tender advertisement and the Tender Enquiry Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the

names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

iii) Bidder, in advance, should get ready the documents/BoQ to be uploaded as indicated in the Tender Enquiry Document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Scanned documents to be uploaded may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document and resulting in fast uploading. It is the responsibility of the bidder to ensure that uploaded scanned documents are legible.

iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

20. Submission of Bids for uploading on CPP Portal

20.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

20.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender Enquiry document.

20.3 Bidder has to select the payment option as "offline" to pay the Bid Security/ EMD as applicable and enter details of the instrument.

20.4 Bidder should prepare the Bid Security/EMD as per the instructions specified in the Tender Enquiry Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Tender Enquiry Document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

20.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

20.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

20.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is

subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

20.8 The uploaded Tender/Bid shall become readable only after the tender opening by the authorized bid openers.

20.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

20.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

20.11 Assistance to Bidders for uploading CPP Portal:

i) Any queries relating to the Tender Enquiry Document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the NIT.

ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk

E. BID OPENING

21. Opening of Bids

E- Bids will be opened after due time and date and the bidders may check the status etc. on CPP Portal.

F. SCRUTINY AND EVALUATION OF BIDS

22. Basic Principle

22.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the Tender Enquiry Document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

22.2 Any term/condition given by the supplier/firm which is in contravention to the terms contained in the tender shall not be acceptable and shall be treated as null and void.

23. Scrutiny of Bids

23.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required Bid Securities have been furnished, whether the documents have been properly signed stamped and whether the Bids are generally in order.

23.2 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

23.3 The Bids will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The bids, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.

23.4 In the absence of submission of the following, a bid shall be declared non-responsive during the evaluation and will be ignored;

i) Tender Acceptance Form as per Section VIII (signed & stamped) not uploaded.
ii) Bid validity is shorter than the required period.
iii) Required Bid Security (Amount, validity etc.)/exemption documents have not been uploaded as per stipulated provisions.
iv) Bidder has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XI, if applicable.
v) Bidder has not agreed to give the required Performance Security of required amount in an acceptable form for due performance of the contract.
vi) Bidder has not agreed to other essential condition(s) specially incorporated in the Tender document like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable law.
vii) Poor/unsatisfactory past performance.
viii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries.
ix) Bidder has not agreed to currency of Rate Contract period.
x) Bidder has not agreed for the delivery Terms and delivery period.
xi) In cases where sample(s) are called by the Technical Evaluation Committee, if the bidder fails to furnish the sample(s) within the stipulated time or if the submitted sample(s) do not meet the desired quality as per Technical Specifications, the bid may be rejected.
xii) The signature on the quotation and sample(s), wherever called for, sent therewith shall be deemed to be the authorized signature of the bidder.

24. Minor Infirmity/Irregularity/Non-Conformity

24.1 If during the evaluation, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by registered/speed post/ e-mail/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

25. Qualification Criteria

25.1 Bids of the bidder, who have not uploaded required documents or do not meet the required Qualification Criteria prescribed in Section VII, will be treated as non - responsive and will not be considered further.

26. Item-wise Evaluation

26.1 In case the Schedule of Requirements contains multiple items, the responsive bids will be evaluated and compared separately for each item.

27. Comparison of Bids

27.1. The comparison of the responsive Bids shall be carried out on Free at consignee site basis.

28. Purchase Preference for Evaluation

28.1 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 Bids.

29. Bidder's capability to perform the Rate Contract

29.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the Rate Contract satisfactorily.

29.2 The above-mentioned determination will, inter alia, take into account the bidder satisfying all the requirements of the purchaser as incorporated in the Tender Enquiry Document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser.

30. Contacting the Purchaser

30.1 From the time of submission of bid to the time of awarding the Rate Contract, if a bidder needs to contact the purchaser for any reason relating to NIT/Tender Enquiry Document and / or its bid, it should do so only through CPP portal.

30.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bids and awarding the contract, the bid 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.

G. AWARD OF RATE CONTRACT

31. Purchaser's Right to accept any bid and to reject any or all bids.

31.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of Rate Contract, without incurring any liability, whatsoever to the affected bidder(s).

32. Award Criteria

32.1 Subject to the above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser.

33. Purchase Orders to be placed during currency of Rate Contract

33.1 Purchase Orders will be placed by the Centers/Hospitals/Department/ Store Sections of AIIMS during the currency of Rate Contract.

34. Notification of Award

34.1 Before expiry of the bid validity period, the purchaser will notify the successful bidder (s) in writing, by registered / speed post or by fax/ email (to be confirmed by registered / speed post) that its bid for Goods, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and corresponding prices accepted. The successful bidder must furnish to the purchaser the required Performance Security within Twenty-One days from the date of dispatch of this notification, failing which the Bid Security will be

forfeited and the award will be cancelled. Relevant details about the Performance Security have been provided in clause 3 of GCC under Section IV.

34.2 The Notification of Award shall constitute the conclusion of the Rate Contract.

35. Issue of Rate Contract

35.1 Promptly after notification of award, the Purchaser will mail the Rate Contract form (as per Section XIII) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.

35.2 Within twenty-one (21) days from the date of the Rate Contract, the successful bidder shall return the original copy of the Rate Contract, duly signed and dated, to the Purchaser/ by registered / speed post/courier.

36. Non-receipt of Performance Security by the Purchaser

36.1 Failure of the successful bidder in providing Performance Security and / or returning Rate Contract copy duly signed in terms of GIB clauses above shall make the bidder liable for forfeiture of its Bid Security and, also, for further actions by the Purchaser it as per the clause 12-Termination of default of GCC under

37. Return of Bid Security/EMD

37.1 The Bid Security/EMD of the successful bidder and the unsuccessful bidder will be returned to them without any interest, whatsoever, in terms of GIB.

38. Publication of Bid Result

38.1 The name and address of the successful bidder (s) receiving the Rate Contract (s) will be mentioned in the CPP Portal.

H. CORRUPT OR FRADULENT PRACTICES

39. Code of Integrity and Corrupt or Fraudulent Practice

39.1 No official of the bidder shall act in contravention of the codes which includes
i) Prohibition of

a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or other wise to influence the procurement process.
b) any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
c) any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g) obstruction of any investigation or auditing of a procurement process.

h) making false declaration or providing false information for participation in a tender process or to secure a contract;

39.2 It is required by all concerned namely the Bidder /Suppliers/ Purchaser/Consignee/End User etc. to observe the highest standard of ethics during the procurement and execution of such Rate Contract/Purchase Orders. In pursuance of this policy, the Purchaser: -

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

i) "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 Rate Contract/Purchase Orders execution; and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Rate Contract/Purchase Orders to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

b) 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 Rate Contract/Purchase Orders in question;

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Rate Contract/Purchase Orders 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 Rate Contract/Purchase Orders.

SECTION – III
SPECIAL INSTRUCTIONS TO BIDDERS (SIB)

The following Special Instructions to Bidders will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Bidders (GIB) incorporated in Section II. The corresponding GIB clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIB and that in the SIB, the provision contained in the SIB shall prevail.

Sl. No.	GIB Clause No.	Topic	SIB Provision
1.	1 – 39		No Change

The following may be added in Instructions to Bidders (GIB) incorporated in Section II:

40. Product Evaluation / Sample Verification

40.1 Sample(s), if required by the Technical Evaluation Committee during technical evaluation, shall be submitted by the bidder within the stipulated time for verification/evaluation. The bidder shall submit necessary technical literature, brochures, catalogues, certificates, test reports and compliance statement in support of the quoted product.

40.2 The Technical Evaluation Committee, if considered necessary, may ask the bidder for presentation, demonstration, clarification or additional documents for verification of conformity with the tender specifications.

40.3 The successful bidder may be required to submit samples for quality verification after issue of supply order/LOA.

40.4 If the submitted sample or supplied goods are found not conforming to the tender specifications, the material may be rejected and further action shall be taken as per tender terms and conditions.

41. Quality clause

41.1 The items to be supplied should be of standard quality and strictly as per supply order:

41.2 If any item or a particular batch of any item found substandard during the course of use even after clearance of bill, the supplier have to replace with a fresh stock/batch at their risk and cost. In case of failure or delay in replacement, the said item may be purchases elsewhere and the amount involved will be recovered from the approved supplier as mentioned elsewhere.

41.3 In case any particular item/Batch is found expired/substandard/spurious the supplier will be liable to be Black listed for a period of 05 years for future participation in any institution Tender. Besides this any other legal action deemed fit will be taken.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, Schedule of Requirements under Section VI and Technical Specification under Section VI of this document.

2. Patent Rights

2.1 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 to be provided by the supplier under the Rate Contract/Purchase Orders 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.

3. Performance Security

3.1 Within Thirty (21) days from date of the issue of Notification of Award by the Purchaser, the supplier shall furnish Performance Security to the Purchaser for an amount equal to ten percent (5%) of the 2 years Estimated Quantity of the items for which Rate Contract is being awarded, valid up to currency of Rate Contract plus Warranty Period (if applicable) ninety (90) days. The Performance Security would be minimum Rs. 5,000.00 (Rupees Five thousand only) and maximum of Rs.3,00,000.00 (Rupees three Lacs only).

3.2 The quantity of the consumables mentioned in the tender is adhoc/approximate/not final and can be increased or decreased depending upon the actual requirement, if requirement of items increased in future, additional amount of Performance Bank Guarantee is to be submitted by Second Party @ 5 % of the value of additional amount of supply order.

3.3 The Performance Security shall be denominated in Indian Rupees in any of the following forms:

i) Fixed Deposit Receipt drawn from any Scheduled bank in India
ii) Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XII of this document

3.4 In the event of any failure /default of the supplier with or without any quantifiable loss to the AIIMS Bilaspur, the amount of the Performance Security is liable to be forfeited equivalent to the amount of Supply Order. The needful will be done to cover any failure/default of the supplier with or without any quantifiable loss to the AIIMS Bilaspur.

3.5 In the event of any extension of currency of Rate Contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding

amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the Rate Contract, as amended.

3.6 Subject to above, the Purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations (if applicable).

4. Technical Specifications

4.1 The Goods to be provided by the supplier under this Rate Contract shall conform correspond to the 'Schedule of Requirements & Technical Specifications' under Sections VI of this document.

4.2 In case where full specifications are not incorporated in the inquiry or where specifications are such that the supplier cannot quote for, the supplier's own specifications should be stated in full for the goods quoted for. Any illustrative literature available, duly stamped and signed, should also accompany.

4.3 In case of chemicals, where the grading is not mentioned in specifications, AR grading should be considered as the specification of that particular chemical.

5. Inspection, Testing and Quality Control

5.1 The purchaser has contractual right to inspect, test and, if necessary, reject the goods to confirm their conformity to the Rate Contract specifications and other quality control details incorporated in the Rate Contract.

5.2 If during such inspections and tests the contracted goods fail to conform correspond to the required specifications and standards, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and re-submit the same to the purchaser for conducting the inspections and tests again.

5.3 Goods accepted by the purchaser/consignee in inspection in terms of the Rate Contract/Purchase Orders shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause, if applicable.

6. Terms of Delivery

6.1 Goods shall be delivered by the supplier on "Free Delivery at Site" basis and delivered as per Delivery Period specified in the Purchase Order placed against Rate Contract. Please note that the time shall be the essence of the contract.

7. Warranty

7.1 The supplier warrants comprehensively that the goods supplied under the Rate Contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the Rate Contract. The supplier further warrants that the goods supplied under the Rate Contract/Purchase Orders shall have no defect arising from design, materials or workmanship or from

any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

7.2 The warranty period (if applicable as stated in Schedule of Requirement & Technical Specification in Section- VI) shall include all spares, labor and preventive maintenance from the date of completion of the satisfactory installation and acceptance till warranty period.

8. Prices

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

8.2 Statuary variation in GST will be applicable during currency of the contract, during the original Delivery Period of Purchase Order after submitting supporting documents (Government notifications) issued by concern department.

8.3 In case of controlled goods by the Government, the quotations must be sent subject to the control rates and the other conditions and supplier will be paid at the controlled rate or on the rate offered by the supplier whichever is lower.

9. Payment Terms

100% payment would be made on receipt of goods in good condition and acceptance, upon the submission of the following documents:

i) Original copies of supplier's invoice showing Rate Contract/Purchase Orders number, goods description, quantity, packing list, unit price and total amount;
ii) "Consignee Receipt Certificate" as per Section XIV of Tender document in original
iii) "Final Consignee Acceptance Certificate" as per Section XV of goods to be issued by the End User subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

10. Delivery

10.1 The supplier shall deliver the goods under the Rate Contract within the time schedule specified by the Purchaser Order as per in the Schedule of Requirements and as incorporated in the Rate Contract. The time for and the date of delivery of the goods stipulated in the Purchase Order shall be deemed to be of the essence of the contract and the delivery must be completed no later than the date (s) as specified in the Purchase Order.

10.2 Subject to the provision under Force Majeure clause of GCC, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods shall render the supplier liable to any or all of the following sanctions:

i) Imposition of liquidated damages,
ii) Forfeiture of its Performance Security and
iii) Termination of the Rate Contract/Purchase Orders for default.

10.3 If at any time during the currency of the Rate Contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the Purchaser in writing but not later than 10 days from the date of issue of the Purchase Order about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. In case no communication is received within 10 days from the date of issue of Purchase Order, it will be presumed that supplier has accepted the Purchase Order in all regards. On receiving the supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the Purchase Order.

10.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

i) The Purchaser shall recover from the supplier, under the provisions of the Force Majeure clause of the General Conditions of Contract, Liquidated Damages on the goods, which the Supplier has failed to deliver within the delivery period stipulated in the Purchase Order.

ii) That no increase in price on account of any ground, whatsoever, including any stipulation in the Rate Contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of GST levied in respect of the goods specified in the Purchase Order, which takes place after the date of delivery stipulated in the Purchase Order shall be admissible on such of the said goods as are delivered and performed after the date of the delivery stipulated in the Purchase Order.

iii) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in GST which takes place after the expiry of the date of delivery stipulated in the Purchase Order.

10.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

10.6. Passing of Property

(i) The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the contract.

(ii) Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

(iii) Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

11. Liquidated Damages

11.1 Subject to Force Majeure clause of the General Conditions of Contract, if the supplier fails to deliver or install /commission any or all of the goods within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the Rate Contract, deduct from the Purchase Order, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning until actual delivery or performance subject to a maximum of 10% of the Purchase Order price. Once the maximum is reached Purchaser may consider termination of the Purchase Order as per GCC.

12. Termination for Default

12.1 The Purchaser without prejudice to any other contractual rights and remedies available to it the Purchaser, may, by written notice of default sent to the supplier, terminate the Rate Contract and/or Purchase Order in whole or in part, if the supplier 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 Purchase Order, or within any extension thereof granted by the Purchaser.

12.2 The Performance Security in such cases will be forfeited equivalent to the amount of Purchase Order.

12.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the Rate Contract/Purchase Orders to the extent not terminated.

13. Termination for Insolvency

13.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the Rate Contract/Purchase Orders at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, 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 Purchaser.

14. Force Majeure

14.1 Notwithstanding the provisions contained in above clauses of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Rate Contract/Purchase Orders is the result of an event of Force Majeure.

14.2 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, amendment in law lockouts excluding by its management and freight embargoes.

14.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty-one (21) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Rate Contract/Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

14.4 If the performance in whole or in part or any obligation under this Rate Contract/Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the Rate Contract/Purchase Orders without any financial repercussion on either side.

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

15. Termination for Convenience

15.1 The Purchaser reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice on the supplier of 30 days at any time during the currency of the Rate Contract.

15.2 The Supplier reserves the right to terminate the Rate Contract, in whole or in part for its Purchaser's convenience, by serving written notice by the supplier of 90 days at any time during the currency of the Rate Contract.

16. Resolution of Disputes

16.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the Rate Contract/Purchase Orders, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

16.3 In the case of a dispute or difference arising between the Purchaser and a domestic Supplier relating to any matter arising out of or connected with the Rate Contract/Purchase Orders, such dispute or difference shall be referred to the sole arbitration to be appointed by the Executive Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the Rate Contract/Purchase Orders subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

16.4 Venue of Arbitration: The venue of arbitration shall be the place from where the Rate Contract/Purchase Orders has been issued, i.e., Himachal Pradesh India.

16.5 Jurisdiction of the court will be from the place where the Tender Document has been issued, i.e., Bilaspur, Himachal Pradesh India.

16.6 Applicable Law: The Rate Contract/Purchase Orders shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17 Withholding and Lien in respect of sums claimed

17.1 Whenever any claim for payment arises under the Rate Contract/Purchase Orders against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other Rate Contract/Purchase Orders made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

17.2 It is an agreed term of the Rate Contract/Purchase Orders that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the Rate Contract/Purchase Orders is determined by the Arbitrator or by the competent court as the case may be and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

18. Fall Clause

18.1 Fall clause is a price safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contracted goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/Purchase Orders price, to any person or organization during the currency of the Rate Contract , the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/Purchase Orders and the Rate Contract/Purchase Orders amended accordingly.

18.2 All the firms/manufacturers must submit an affidavit on Non-judicial paper of Rs. 100 that the rates provided are our best rates and we have not given these materials to any Government Department/PSU/Institution for lesser than these rates in last one year. The discount offered by them is not lower than those offer to DGS&D and other government departments and shall not offer higher discount than the quoted one during the period of contract to any other government organization failing which the tender will not be accepted/considered as per Section XVI.

SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

1. Freight, insurance charges, packing, weighing, forwarding charges, etc. if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for resupply. The defective supply will have to be replaced by the supplier within 7 days without additional freight / transport charge.

2. GST and other Govt. levies will be paid extra as applicable and have to be shown separately in the BoQ.

3. Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute.

4. Payment of the bill will be made preferably after receipt of the goods in satisfactory condition.

5. No revision in rate (on higher side) will be accepted during contract period.

6. Order will be placed as per requirement, irrespective of value of the order.

7. Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.

8. Supply should be made from the latest batch of production with maximum life period & original packing. The containers, packing cases, bags etc. will be deemed to be non-returnable.

9. Inspection:

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

(b) AIIMS, Bilaspur 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, Bilaspur prior to the goods shipment.

(c) The Executive Director, AIIMS Bilaspur 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 (02) 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.
(e) That the inspection committee' decision shall be final and conclusive and the Supplier shall not be competent to question such decision.

10. The warranty conditions, Shelf life, if applicable, will be as mentioned in the Schedule of Requirement as per section VI of the Tender Enquiry Document.

11. In the event of tender, being accepted, the tender/quotation will be converted into a contract which will be governed by these terms and conditions.

12. The tender not strictly in accordance with the above conditions are liable to be rejected.

13. The successful tenderer will have to execute an agreement on non-judicial paper (specimen enclosed for ready reference Section XIII) duly signed and stamped and only after the signing of the said agreement, the notification with regard to finalization of the tender will be issued.

14. There will be no any change in the tender during the period of rate contract and no any request from the firms(s)/authorized dealer(s) if received in this regard will accepted/considered.

15. **Terms of Delivery:** Free Delivery at Consignee's Site(s)

16. Delivery Period:

i) The Delivery Period for the Consumables items manufactured in India shall be delivered within a maximum period of 30 days and the Consumables items that are required to be imported shall be delivered within a maximum period of 45 days from date of issue of Purchase Order. In case of exigency, a shorter Delivery Period of 15 days can be given and if, it is not acceptable to Supplier, it may be intimated to the Procurement Section, AIIMS Bilaspur within Five days from the date of issue of the Purchase Order, otherwise it will be assumed that the Purchase Order has been accepted. The date of delivery will be the date by when it is to be physically delivered at consignee site i.e., store section (AIIMS Bilaspur). The date of delivery will be the date by when it is to be delivered at consignee site.

ii) Delivery means when the consumables are delivered in the Stores of AIIMS Bilaspur.

17. Installation and Commissioning shall be done at the earliest at site or date of handing over the site for installation, whichever is later.

18. For delayed delivery, liquidated damages will get applied as per GCC.
19. **Statutory Obligations:** That the Second party will have to produce the original documents pertaining to proof of incorporation/inception, evidence of legal ownership/ Rental Agreement for use of the land on which the storage facility, Fire Clearance Certificate of the Storage site, Pan Number, Service Tax, registration etc. (with a photocopy each of the same). These documents must

establish that these are valid for the duration of this contract. If the second party fails to produce the required documents in original, the agreement shall be treated as cancelled.

20. **Risk Purchase:** If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specification specified in our Tender Documents, AIIMS Bilaspur reserves the right to terminate contract for that item(s), forfeiture of security deposit and to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills of existing firm and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered, if necessary, by due legal process.

21. **Penalty Clause**: Non-execution of supply order - For the reasons of failure to supply partially or completely within 30 days, if the Purchaser has to buy the items from the RC 2 (L- 2), RC 3 (L- 3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e L1 /Billing Agency as appointed by the Rate Contract Holder. In case if L-2 firm is not available in panel, Procurement cell has to buy the item from locally approved vender and the difference of cost will be recovered from RC holder/Billing agency payments. The difference of amount will be deducted from the forthcoming bills of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the Institute timely.

22. That the Supplier shall supply all their ordered items within DOD period as per supply order terms and these terms should be strictly adhered to. In case they failed to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed. The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm. In the eventuality of such instances being repeated 3 times, administrative action shall be initiated as per AIIMS Bilaspur procedure which may lead to debarring of the firm for subsequent tenders as per rules.

23. That the Executive Director or his nominee reserves the right to invite at his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock is held or otherwise.

24. **Supply time**: Timing; 10.00 A.M to 4.00 P.M (from Monday to Friday) & 10.00 A.M to 12.00 Noon (on Saturday), excluding Sundays and Gazetted Holidays. That the supply shall be accompanied with Challan in triplicate.

25. That the Supplier may kindly note that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the Institute during the rate contract period against Supplier, it would be reflected during finalization of the next rate contract as “past performance” of the Supplier.

26. Supply-order will be placed from time to time during the tenure of the contract, as per actual requirement, in which the exact quantities required on each occasion together with the date of delivery shall be specified in the supply order.

27. Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honored by the Supplier.

28. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the Supplier shall supply such quantity as may be ordered by the Procurement Section, AIIMS Bilaspur during the tenure of the contract.

29. The goods are to be delivered F.O.R. destination and all the transit loss/expenses whatsoever, will be borne by the successful bidder.

30. If any causality occurred due to poor quality of consumables items or any other item supplied as per this rate contract, the second party will be responsible and bear all the costs and compensate the victims, if any. There will be no responsibility of the first party in such cases.

31. Before making the supply, approved rate contract holder should ensure that all labels of packs/ cartons/ampoules/ vials/ bottles/ strips/ jars/ tubes etc. should be embossed, imprinted, stamped with letters, other requirements like "FOR AIIMS BILASPUR SUPPLY" stamp with permanent ink on each item/strip up to primary level. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc. All the items which are stamped with "FOR AIIMS BILASPUR SUPPLY" mark, including rejected stores, cannot be sold to the public by the bidder. It is to be noted that MRP should not be mentioned anywhere to prevent the pilferage.

32.Packing:

i) Loose supplies / damaged packing / tampered or damaged labelled supplies shall not be accepted under any circumstances.
ii) Supplies to be made in the box of Standard packing. However, tablets/Capsules in loose pack (tin/bottle) shall not be accepted.
iii) Liquid orals to be supplied only in glass / plastic bottles.
iv) It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on the basis of rate-contract.
v) Packing should be able to prevent damage or deterioration during transit.
vi) All containers i.e., bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents.

33.Shelf-Life:

i) The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of

imported products. Loss or premature deterioration due to biological and or due to other factors, during the life span of the store shall have to be made good by the second party free of cost.

ii) Short- life items (which have a life-period of eighteen months or less), should not have passed 5/6th of their total shelf life at the time of supply.

iii) In respect of items not covered by clause (i) above, stores should not be older than one year from the date of manufacturing at the time of supply.

iv) If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and /or on inspection by competent authority, the Supplier will have to take the consignment back at their own cost with 1 week of rejection of the items otherwise Purchaser has the right to destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The Purchaser shall not be liable to make any payments in lieu of inferior items.

v) if the Supplier fails to make fresh supplies in lieu of substandard quality of Consumables Items, it is liable to be debarred as per rules in respect of all the items under said rate-contract and Performance security shall be forfeited.

vi) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.

34. Payment terms: - The payment shall be made to the supplier on the satisfactory receipt of the goods ordered. Advance payment shall not be made under any circumstances. The payment shall be made to the supplier's A/C through NEFT/RTGS mode as per the details provided by the supplier. GST will be paid as applicable on the respective supplied items.

35. The second party is bound to supply the items during the validity of tender at the approved rates. If the price of any item is reduced due to any reasons during the validity of the tender, the same should be intimated to AIIMS Bilaspur and the benefit of reduced rate should be passed to AIIMS Bilaspur.

36. If at any time during the period of contract, the prices of tendered items are reduced or brought down by any law or Act of the Central or State Government, the second party shall be bound to inform the first party immediately about such reduction in the contracted prices. In case the second party fails to notify or fails to agree for such reduction of rates, the first party will revise the rates on lower side. If there is a price increase for any product after this agreement, the second party will have to supply the items as per the approved/finalized rates. The first party will not accept any higher rates afterwards.

SECTION – VI
SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

The quantities of item/items as per the decision of Director/Medical Superintendent, AIIMS Bilaspur will be increase/decrease either side as per the actual requirement of AIIMS Bilaspur during the concurrency of this Annual Rate Contract. The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per AIIMS Bilaspur requirement before participation: -

1. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed in the two years for smooth functioning of the various departments at AIIMS Bilaspur.
2. The Estimated Quantities will vary, either increase or decrease and the decision of the Director/Medical Superintendent AIIMS, which shall be final and binding to all parties.
3. Sample(s), if required by the Technical Evaluation Committee, shall be submitted by the pre-qualified bidder(s) for testing and assessment of desired quality standards as per norms to the Stores Department, AIIMS Bilaspur, along with a Sample Submission Letter, within the stipulated time communicated through Email/Telephonic intimation and/or CPP Portal. In case of non-submission of sample(s) within the prescribed time, the bid may be rejected.
4. **Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the currency of Annual Rate Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, nominated by Director/Medical Superintendent, the supply will be accepted at AIIMS Bilaspur.**
5. Failure of adequate supply within the stipulated supply time period communicated through the Purchase Order to L-1 Bidder by AIIMS Bilaspur, on three occasions / failure on quality parameter of supplied item/items will automatically enforce penal action in the form of blacklisting or principal manufacturer for 5 years and the desired items shall be procured from the open market as per the satisfaction of AIIMS Bilaspur Expert Technical Committee, Nominated by Executive Director/Medical Superintendent to meet the urgent requirement of the Purchaser on the cost of the L-1 Rate offered Vendor and the same will be recovered from his Outstanding Bills/Performance
6. Security Deposit by AIIMS Bilaspur.

   Under rare circumstances some of these items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocol and the decision of Director/Medical Superintendent in this regard shall be final and binding to all the parties.
7. For all the item it is very important that the prospective Tenderer should give the written undertaking that the items supplied at AIIMS Bilaspur on each occasion will having at least 80% life span during the time of supply and they will replace those items which are near to expiry having at least 20% life span (in case of slow moving consumables items) and will supply the fresh lot against the low life span items in the same replaced quantity having with at least 75% life span during

the supply of the items at AIIMS Bilaspur on free of cost. AIIMS Bilaspur will not pay any amount to any Tenderer against replacement of items/items, and those Tenderers will not have carried out the replacement intimated by AIIMS Bilaspur in writing well in advance, their such expired lot treated the loss to AIIMS Bilaspur and the Amount for such expired items shall be recovered from the pending Bills/Performance Security Deposit of the Tenderer to indemnify the Purchaser.

TECHNICAL SPECIFICATIONS

Schedule 1

SUPPLY OF CONSUMABLES FOR DEPARTMENT OF RADIATION ONCOLOGY:

S.No.	Name of the consumables	*Unit*	Total units required	Estimated Price Per Unit	Total cost	Specifications
1.001	Head & Neck masks (5-point pins fixation preferred).)	Piece	600	6200	37,20,000	**Intended Use:** **The Thermoplastic Mask shall be used for patient immobilization during radiotherapy simulation and treatment, especially for head & neck, brain, craniospinal, breast, pelvis, and stereotactic procedures. The device should provide reproducible patient positioning and compatibility with CT simulation and treatment delivery systems.** **General Specifications:** **1.Material:** • **Medical grade low-temperature thermoplastic material.** • **Non-toxic, hypoallergic, latex-free, and biocompatible.** • **Uniform thickness with smooth edges to avoid patient discomfort.** **2.Activation Temperature:** • **Softening/activation temperature 60–70-degree Celsius water bath compatible.** • **Material should become transparent and pliable after heating.** **3.Reusability:** • **Preferably single-patient use.** • **Reheat able and remoldable at least 2-3**
1.002	Head-only masks (3-point pins fixation).	Piece	60	2650	1,59,000	

1.003	Breast masks (4-point pins fixation).	Piece	80	6200	4,96,000	times without significant shrinkage **4.Shrinkage:** • Minimal shrinkage after moulding (<1%) to ensure reproducibility. **5.Perforation:** • Uniform perforation pattern for ventilation and patient comfort. • Adequate rigidity after cooling. **6.Radiation Properties:** • Low beam attenuation. • CT compatible with minimal imaging artifacts. • Suitable for IMRT, IGRT, VMAT, and SRS/SRT applications. **Design Specifications:** **1.Types Required:** • Head & Neck mask (5-point pins fixation preferred). • Head-only masks (3-point pins fixation). • Breast mask (4-point pins fixation). • Hip and pelvis mask (6-point pins fixation). **2.Fixation System:** • Compatible with standard radiotherapy carbon fibre base plates available at AIIMS Bilaspur. • Secure locking mechanism with indexed fixation. **3.Thickness:** • Approximately 2.0-3.2mm after moulding. **4.Sizes:** • Adult and paediatric sizes should be available. **5.Colour:** • Standard manufacturer colour coding acceptable. **Performance Requirements:** 1. Must provide rigid immobilization with excellent reproducibility. 2. Should maintain shape throughout the treatment duration. 3. Easy and quick moulding process. 4. Comfortable for prolonged treatment sessions. 5. Compatible with CT simulator and linear accelerator couch indexing systems. **Quality Standards:** **1.Product Certification:** • CE certified and/or USFDA approved. • ISO certified manufacturing facility preferred. **2.Manufacturer Experience:** • Manufacturer/importer should have at least 3 years' experience in radiotherapy
1.004	Hip and pelvis masks (6-point pins fixation)	Piece	80	6200	4,96,000	

						immobilization devices. **3.Shelf Life:** • **Minimum 2 years remaining shelf life at the time of supply.** **Packing & Supply:** 1. **Individually packed in moisture-resistant packaging.** 2. **Each pack should contain:** • **Thermoplastic sheet/mask** • **Manufacturer instructions for use** • **Batch number, manufacturing date, and expiry date must be clearly mentioned on the packaging.** **Warranty/Compliance:** • **Vendor shall provide compatibility assurance with existing radiotherapy immobilization base plates used in the department.** • **Product demonstration/trail may be requested before final approval.** **Additional Clause:** **The above technical specifications are framed in a broad, generic, and non-restrictive manner to ensure fair competition and wider participation of eligible manufacturers/suppliers while maintaining the required quality and clinical performance standards for radiotherapy immobilization devices.**

Section – VII
Qualification Criteria

As stated in "General Instruction to Bidders" in Section-II

9. ELIGIBILITY CRITERIA

The bids prepared by the bidder shall comprise of Technical Bid and Financial Bid:

A. Technical Bid

To qualify in the Technical Bid, the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

(1) Minimum Experience: The bidder must have **three years of experience** of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate etc. for last three years to this effect must be submitted along with the offer.

(2) Technical Capabilities: The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:

a) In case the bidder offers to supply consumables, which are manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the consumables to quote for and supply the consumables to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Annexure-XI in this document.

b) In case the bidder is submitted its bid along with the manufacturer's authorization letter, it is the responsibility of bidder to be fully equipped and able to carry out the required contractual functions and duties of the manufacturer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast-moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

(3) EMD: The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favor of the Executive Director, AIIMS Bilaspur Himachal Pradesh. The original Earnest Money/Bid Security must be delivered to the Faculty In-Charge (Procurement), Admin. Block, AIIMS, Bilaspur, Himachal-174037 till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected. The technical bid should be accompanied by Bank Guarantee/Demand Draft/FDR of **EMD as given below:**

Schedule Name	**Details**	**Amount**
Schedule 1.001 to 1.004	**Supply of Consumables for Department of RADIATION ONCOLOGY.**	**2,43,550/-**

(4) Financial Position:

a. **Average Turnover:** The average annual turnover from similar jobs, of the firm should not be less than as follows in the last three consecutive years.

Schedule Name	Details	Amount
Schedule 1.001 to 1.004	**Supply of Consumables for Department of RADIATION ONCOLOGY.**	**48,71,000.00**/-

b. The turnover should be duly authenticated by a Chartered Accountant for the last three years should be enclosed.

(5) Other Eligibility Criteria:

a. Duly Filled, Signed, stamped and Scanned copy of following:
   1. Non-Blacklisting/ Non-Debarred Certificate on non-judicial stamp paper.
   2. Manufacturer Authorization Certificate from the principal must be attached by Local Authorized Dealer as per Section XI
   3. Self-certification regarding local content as per Section XVIII

b. GST registration certificate

c. The bidder shall be a Manufacturer / Distributers / Suppliers / Agents.

d. The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms / company by any central / state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in the bid.

e. Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

f. Sample(s), if required by the Technical Evaluation Committee, shall be submitted by the bidder, duly signed, stamped and tagged indicating specifications and make, within the stipulated time communicated by this office.

g. Bidder need to submit Integrity Pact on Rs 100 Stamp paper with technical Bid

h. The Tenderer must be a domestic manufacturer that is a 'Class-I local supplier' or a 'Class-II local supplier' as defined under Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the Tender enquiry document to quote and enter into a contractual obligation.

   In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder 'from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

Note: A bid, which does not fulfil any of the above requirements and/or gives evasive information /reply against any such requirement, shall be liable to be ignored and rejected.

SECTION – VIII
PRICE SCHEDULE

(To be filled in BoQ with Financial Bid)

BoQ may be uploaded as per instructions given below and in Tender Enquiry Document.

SECTION – IX
BANK GUARANTEE FORM FOR BID SECURITY

Whereas _____ (Name and address of the Bidder)
(*hereinafter called the "Bidders"*)

has submitted its Bid dated _____ for the supply of
_____
(hereinafter called the "Bid")

against the purchaser's ATE No.
_____

Know all persons by these presents that we
_____

having our registered office at
_____
(Hereinafter called the "Bank")

are bound unto AIIMS, Himachal Pradesh
(hereinafter called the "Purchaser)

in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this

_____day of _____ 20_____.

The conditions of this obligation are:

1) If the Bidder withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of this Bid.
2) If the Bidder having been notified of the acceptance of his Bid by the Purchaser during the period of its validity: -

    a. If the bidder fails or refuses to furnish the performance security for the due
    performance of the Rate Contract/Purchase Orders or
    b. If the bidder fails or refuses to accept/execute the Rate Contract/Purchase Orders or
    c. If it comes to notice at any time, that the information/documents furnished in its Bid are false or incorrect or misleading or forged

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

This guarantee will remain in force up to _____ *(insert date of additional forty-five days after Bid validity)* and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
(Name and designation of the Officer)

.....

.....
(Seal, name & address of the Bank and address of the Branch)

SECTION – X
MANUFACTURER'S AUTHORISATION FORM

The 'Executive Director'
All India Institute of Medical Sciences
Bilaspur, Himachal Pradesh-174001, India.

Dear Sir,

Ref: Your TE document No _____ dated _____
We, _____ who are proven and reputable manufacturers of_____(*name and description of the Goods offered in the bid*) having factories at_____,
hereby authorize Messrs_____ (*name and address of the agent*) to submit a bid, process the same further and enter into a Rate Contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also state that we are not participating directly in this bid for the following reason(s):
_____*(please provide reason here).*
We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorized to submit a bid, process the same further and enter into a Tender Enquiry Document with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty as applicable as per mentioned in the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods offered for supply by the above firm against this TE document.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs_____
[*Name & address of the manufacturers*]

Note:

1. *This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter may be sent.*

SECTION – XI
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

WHEREAS _____ (Name and address of the Supplier) (Hereinafter called "the Supplier")

has undertaken, in pursuance of Rate Contract No._____

dated _____ valid from _____ to _____ for supply

_____ (*insert description of goods*)
(Hereinafter called "the Contract"),

to AIIMS, Bilaspur, Himachal Pradesh-174037
(Hereinafter called "the Purchaser")
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

_____(insert *Amount of the Performance Security in words and figures)*, and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee will remain in force up to _____ *(insert last date of currency of Rate Contract plus Warranty Period (if applicable) plus additional Ninety days)* and any demand in respect thereof should reach the Bank not later than the above date.

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

.....
Name and designation of the officer

.....

.....
Seal, name & address of the Bank and address of the Branch

SECTION – XII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store(s) has/have been received in good condition:

1) Rate Contract No. & date: _____

2) Purchase Order No. & date: _____

3) Supplier's Name: _____

4) Consignee's Name & Address: _____

5) Name of the item supplied: _____

6) Quantity Supplied: _____

7) Date of Receipt by the Consignee: _____

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XIII
FINAL CONSIGNEE ACCEPTANCE CERTIFICATE
(To be given by consignee's authorized representative)

1 This is to certify that the goods as detailed below have been received in good conditions along with all the standard and special accessories in accordance with the Rate Contract/Purchase Order and the same has been installed and accepted.

1) Rate Contract No. & date: _____

2) Purchase Order No. & date: _____

3) Supplier's Name: _____

4) Consignee's Name & Address: _____

5) Name of the item Supplied: _____

6) Quantity Supplied: _____

7) Date of Receipt by the Consignee: _____

8) Quantity Accepted: _____

9) Date of Acceptance by the Consignee: _____

10) The supplier has fulfilled its contractual obligations including installation (if applicable) satisfactorily

OR

The supplier has failed to fulfill its contractual obligations with regard to the following:

i)
ii)
iii)
iv)

11) The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).

Signature of Consignee with date: _____

Name and designation of Consignee: _____

Seal of the Consignee: _____

SECTION – XIV

GFR-144 (xi)
compliance certificate
(To be printed on the
Firm's letterhead)

Tender No:

GFR-144(xi) compliance certificate (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI) **and subsequent order thereof**

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of a country which shares a land border with India. I certify that……, the vendor

- is not such a country
- is from a country and has been registered with a competent authority (attached evidence of validregistration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for the procurement on CPP portal.

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which a bidder or its successor can be debarred for up two years as per Rule 151 (iii) of the General Financial Rule along with such other actions as may be permissible under law.

Thanking you.

Seal and Signature of Authorized Signatory

Section-XV

FORMAT FOR SELF CERTIFICATION REGARDING LOCAL CONTENT

(To be Printed on the Firm letterhead)

(To be given by Authorized signatory duly authorized by the Board of Director) Date:_____

I_____S/o,D/o,W/o_____

_____,Resident of _____do hereby solemnly affirm and declare as under: That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Public Procurement (Preference to Make in India) order no. F.No.31026/36/2016-MD dated 16 Feb, 2021 issued by Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers as amended from time to time and its subsequent orders, notifications issued by concerned Nodal Ministry. 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 Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P45021/2/2017-B.E.-II dated 29.05.2019 and Notification No. 31026/36/2016-MD dated 18.05.2018 or any subsequent orders, notifications issued by concerned Nodal Ministry. I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

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

Note: Details for Sr. No. (vii) to (xiii) may not be uploaded with technical bid inadvertently. **For and on behalf of (Name of firm/entity)**

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

Section-XVI

INTEGRITY PACT

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

(To be submitted on Rs. 100/- Stamp Paper)

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on ……day of …… (month & year) between. AIIMS BILASPUR, HP. a Government of India Autonomous Body at Village Changer Palasiyan, Bilaspur, Himachal Pradesh - 174001, India. (Hereinafter called "AIIMS BILASPUR, HP", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s_____, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at _____represented by Shri_____, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS AIIMS BILASPUR, HP proposes to procure, erect/construct/install under laid down organizational procedures, contract/s for_____(**Name of the work/ goods/ services**) and the Bidder/Contractor is willing to offer against **NIT No/Bid No._____,** aforesaid proposal of AIIMS BILASPUR, HP.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Employer/Buyer is AIIMS BILASPUR, HP.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the

currency of the contract to be entered into with a view to:

Enabling the AIIMS BILASPUR, HP to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement: and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1. Commitments of the AIIMS BILASPUR, HP

1.1 AIIMS BILASPUR, HP undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract

1.2 AIIMS BILASPUR, HP will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of **AIIMS BILASPUR, HP** will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to **AIIMS BILASPUR, HP** with full and verifiable facts and the same is prima facie found to be correct by **AIIMS BILASPUR, HP** necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by **AIIMS BILASPUR, HP** or Independent External Monitor and such a person shall be debarred from further dealings related to the

contract process. In such a case while an enquiry is being conducted by **AIIMS BILASPUR, HP** the proceedings under the contract would not be stalled.

3. Commitments of the Bidder(s)/Contractor(s)

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

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of **AIIMS BILASPUR, HP/Buyer** or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with AIIMS BILASPUR, HP for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with AIIMS BILASPUR, HP.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of AIIMS BILASPUR, HP or

their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

3.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of AIIMS BILASPUR, HP, or alternatively, if any relative of an officer of AIIMS BILASPUR, HP has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

3.12 The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of AIIMS BILASPUR, HP.

3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of sub-contracting, the bidder/AIIMS BILASPUR, HP contractor shall take the responsibility of the adoption of IP by the sub-contractor.

4. Previous Transgression

The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Bidder exclusion from the tender process.

5. Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6. Sanctions for Violations

Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle AIIMS BILASPUR, HP to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by AIIMS BILASPUR, HP and AIIMS BILASPUR, HP shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to AIIMS BILASPUR, HP resulting from such cancellation/rescission and AIIMS BILASPUR, HP shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) To encash the Bank guarantee, in order to recover the dues if any by AIIMS BILASPUR, HP, along with interest as per the provision of contract.

(v) To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to BIDDER.

(vi) To debar the Bidder/Contractor from participating in future bidding processes of AIIMS BILASPUR, HP, which may be further extended at the discretion of AIIMS BILASPUR, HP.

(vii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by AIIMS BILASPUR, HP with the Bidder/ Contractor, the same shall not be opened/operated.

(ix) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 AIIMS BILASPUR, HP will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of AIIMS BILASPUR, HP to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent External Monitors

8.1 AIIMS BILASPUR, HP has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.

First Independent External Monitors Details	**Second Independent External Monitors Details**
Name: Shri Mukesh Mittal (Retd. IRS) **Address:** Z-63, Tatvam Village Sector 48 Gurgaon -122018 **Email ID:** mumittal@hotmail.com	**Name:** Vice Admiral Kiran Manikrao Deshmukh (Retd.) **Address:** Villa no 30A,Jal Vayu Villas, Jai Kisan Club Road, Opp Airways School Sancaole. Zuarinagar, Goa 403726 **Email ID:** kiran2610@hotmail.com

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

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

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO/Chairman, AIIMS BILASPUR, HP and request CEO/Chairman, AIIMS BILASPUR, HP to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

8.7 AIIMS BILASPUR, HP will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

8.8 The Monitor will submit a written report to the CEO/Chairman, AIIMS BILASPUR, HP within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

8.9 The word "Monitor' would include both singular and plural.

9. <u>Facilitation of Investigation</u>

In case of any allegation of violation of any provisions of this Pact or payment of commission, AIIMS BILASPUR, HP or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Corporate Office of AIIMS BILASPUR, HP, i.e. NCR. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Changes and supplements as well as termination notice need to be made in writing.

If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

12. Validity

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The Parties hereby sign this Integrity Pact as part of the contract at _____on_____and parties concerned are bound by it provisions.

AIIMS BILASPUR, HP	Bidder/ Contractor
Name of the Officer	(Authorized Person)
Designation	(Name of the Person)
	Designation
Place_____	Place_____
Date_____	Date_____
Witness1._____	Witness1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)

Checklist

Sr. No.	Particular	Enclosed Page No.
1.	Scanned Copy of GST Registration Certificate	
2.	Scanned copy of "EMD/Bid Security	
3.	Scanned copy of **three years of experience** of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years	
4.	Non-Blacklisting/ Non-Debarred Certificate on non-judicial stamp paper	
5.	Scanned copy of "Specifications Quoted" as per Section- VI	
6.	Scanned copy of "Technical Brochure/Catalogue of OEM of quoted goods	
7.	Scanned copy of turnover should be duly authenticated by a Chartered Accountant for the last three years	
8.	Bidder who quotes for goods manufactured by other manufacturer shall upload scanned copy of "Manufacturer's Authorization Form" as per Section XI	
9.	The bidder must upload scanned copy of an affidavit on non-judicial stamp paper of Rs.100/- for fall clause i.e. the firm is not supplying the same item at the lower rate quoted in the tender to any Govt. Organization or any other Institute (Fall Clause) as per clause no. 18 of GCC.	
10.	Scanned copy of GFR-144 (xi) compliance certificate	
11.	Affidavit of Self Certification regarding local content.	
12.	Integrity Pact on Rs 100 Stamp paper	

NOTES

SECTION-I

ALL INDIA INSTITUTE OF MEDICAL SCIENCES
BILASPUR, HIMCHAL PRADESH-174001

NOTICE INVITING TENDERS (NIT)

Advertised Tender Enquiry No: AIIMS/BLS/(G)/26-27/E-Tender/10

On behalf of Executive Director, AIIMS, Bilaspur, Himachal Pradesh -174001, online bids are invited in two bid system (Techno-Commercial Bid and Financial Bid) from eligible and qualified firms/manufacturer for supply of following Goods for conclusion of Rate Contract for a period of 02 Years and may be extendable for further one year: -

Schedule Name	Details	No. of Items	Estimated Amount for 2 Years
Schedule 1.001 to 1.004	**Supply of Consumables for Department of RADIATION ONCOLOGY.**	04	**48,71,000/-**
	EMD Amount		**2,43,550**/-

CRITICAL DATE SHEET

Published Date & Time	As Per mentioned on CPPP Portal
Bid Document Download/Sale Start Date	As Per mentioned on CPPP Portal
Seek Clarification Start Date	As Per mentioned on CPPP Portal
Seek Clarification End Date	As Per mentioned on CPPP Portal
Pre-Bid Meeting Date	As Per mentioned on CPPP Portal
Pre-Bid Meeting Venue	As Per mentioned on CPPP Portal
Bid Submission Start Date & Time	As Per mentioned on CPPP Portal
Bid Submission End Date & Time	As Per mentioned on CPPP Portal
Bid Opening Date & Time	As Per mentioned on CPPP Portal

Instructions:

1. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app
2. The Bidder shall download the Tender Enquiry Document directly from the websites https://eprocure.gov.in/eprocure/app & AIIMS Bilaspur websites **https://www.aiimsbilaspur.edu.in/** and shall not tamper/modify it including downloaded Price Bid template in any manner. In case if the same is found to be tempered/modified in any manner, Tender/Bid will be summarily rejected and EMD would be forfeited.

3. The complete bidding process is online. Bidders should be possession of valid Digital Signature Certificate (DSC) of class III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
4. Bidders are advised to follow the instructions provided in the "Instructions for Online Bid Submission" in Para No. 17 of GIB of Tender Enquiry Document.
5. Bidders are advised to visit this website regularly to keep themselves updated, for any changes / modifications in the Tender Enquiry Document.
6. Intending bidder are advised to visit CPPP website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of bid, for any corrigendum.
7. The documents to be submitted in their bid may be scanned with 100 dpi with black and white option which helps in fast uploading.
8. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn **in favour of the Miscellaneous Account, AIIMS Bilaspur Himachal Pradesh.** The original Earnest Money/Bid Security must be delivered to the **Faculty In-Charge (Procurement), 2nd Floor, Admin Block, AIIMS, Bilaspur, Himachal-174001** till bid opening date and time as mentioned in "Critical Date Sheet" failing which the bid shall be summarily rejected.
9. The tender received after due date or without the earnest money wherever required shall not be considered.
10. Procurement of items shall be done in a staggered manner as required by Institute.
11. 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. **The bid should not be conditional**. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in all respect will be at the Bidder's risk and may result in rejection of the bid.
12. The Bidder shall bear all costs associated with the preparation and submission of its bid and AIIMS, Bilaspur will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

E-Tendering Portal:
https://eprocure.gov.in/eprocure/app
For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number +91 0120-4200462, +91 0120-4001002, +91 0120-4001005.
E-Mail: support-eproc[at]nic[dot]in,

Government eProcurement System

eProcurement System Government of India

Tender Details

Date : 06-Nov-2026 12:29 PM

Print

Basic Details

Organisation Chain	All india Institute of Medical Sciences Bilaspur||Administration unit - AIIMS Bilaspur		
Tender Reference Number	AIIMS/BLS/G/26-27/E-Tender/10		
Tender ID	2026_AMSBL_933419_1	**Withdrawal Allowed**	Yes
Tender Type	Open Tender	**Form of contract**	Item Rate
Tender Category	Goods	**No. of Covers**	2
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

Offline

S.No	Instrument Type
1	FDR
2	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Tender Document
2	Finance	.pdf	Financial Breakup
		.xls	Financial Sheet

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	**Fee Payable At**	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	2,43,550	**EMD Exemption Allowed**	No
EMD Fee Type	fixed	**EMD Percentage**	NA
EMD Payable To	Miscellaneous Account, AIIMS Bilaspur	**EMD Payable At**	All india Institute of Medical Sciences Bilaspur

Click to view modification history

Work /Item(s)

Title	Rate Contract for the Supply of Consumables for Department of RADIATION ONCOLOGY.				
Work Description	Rate Contract for the Supply of Consumables for Department of RADIATION ONCOLOGY.				
Pre Qualification Details	As per tender Document				
Independent External Monitor/Remarks	As per tender Document				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	48,71,000	**Product Category**	Consumables (Hospital / Lab)	**Sub category**	Thermoplastic cast for head and neck (Consumables)
Contract Type	Rate Contract	**Bid Validity(Days)**	270	**Period Of Work(Days)**	730
Location	AIIMS BILASPUR HP	**Pincode**	174001	**Pre Bid Meeting Place**	NA
Pre Bid Meeting Address	NA	**Pre Bid Meeting Date**	NA	**Bid Opening Place**	AIIMS BILASPUR HP
Should Allow NDA Tender	No	**Allow Preferential Bidder**	No		

Tenderer Class	As per Tender Document

Critical Dates

Publish Date	07-Nov-2026 09:00 AM	**Bid Opening Date**	21-Dec-2026 09:00 AM
Document Download / Sale Start Date	09-Nov-2026 09:00 AM	**Document Download / Sale End Date**	19-Dec-2026 05:00 PM
Clarification Start Date	16-Nov-2026 09:00 AM	**Clarification End Date**	20-Nov-2026 05:00 PM
Bid Submission Start Date	28-Nov-2026 09:00 AM	**Bid Submission End Date**	19-Dec-2026 05:00 PM

Tender Documents

NIT Document

S.No	Document Name	Description	Document Size (in KB)
1	Tendernotice_1.pdf	NOTICE INVITING TENDERS (NIT)	555.25

Work Item Documents

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	TenderDocument.pdf	Tender Document	657.58
2	BOQ	BOQ_980895.xls	BOQ	323.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	a.naveen.gmc@gmail.com	AVULA NAVEEN	Avula Naveen
2.	dr.anurag.biochem@aiimsbilaspur.edu.in	ANURAG SANKHYAN	Anurag Sankhyan
3.	ee.civil@aiimsbilaspur.edu.in	Ashish Patyal	Ashish Patyal

GeMARPTS Details

GeMARPTS ID	8GOOUCEXGR6P
Description	thermoplastic cast for head and neck
Report Initiated On	14-Oct-2026
Valid Until	13-Nov-2026

Tender Properties

Auto Tendering Process allowed	No	**Show Technical bid status**	Yes
Show Finance bid status	Yes	**Stage to disclose Bid Details in Public Domain**	Technical Bid Opening
BoQ Comparative Chart model	Normal	**BoQ Compartive 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	FACULTY INCHARGE PROCUREMENT
Address	Faulty In charge Procurement

Tender Creator Details

Created By	AVULA NAVEEN
Designation	Assistant Professor Pharmacology
Created Date	06-Nov-2026 11:32 AM