


Government eProcurement System		eProcurement System Government of India	
Tender Details		Date : 22-Feb-2024 11:36 AM	
 Print			
Basic Details			
Organisation Chain	All India Institute of Medical Sciences-Patna eProcurement Cell - AIIMS Patna		
Tender Reference Number	AIIMS/PAT/TENDER/LTE/ ANTIBODIES/ FTS No 137780		
Tender ID	2024_AMSPA_796855_1	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	Supply
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		Cover Details, No. Of Covers - 2	
Offline	S.No	Instrument Type	
	1	R-T-G-S	
	2	NEFT	
Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Documents asked in check list I-V
		.pdf	Documents asked in check list VI-IX
		.pdf	Documents asked in check list X-XIII
		.pdf	Any other documents as asked in tender documents
2	Finance	.xls	Financial Bid
		.pdf	Rate Justification documents in form of Supply/Purchase Order copies from Govt Hospital/ INIs etc
Tender Fee Details, [Total Fee in ₹ * - 1,500]		EMD Fee Details	
Tender Fee in ₹	1,500	EMD Amount in ₹	50,000
Fee Payable To	Payable To	EMD through BG/ST or EMD Exemption Allowed	Yes
Fee Payable At	Payable At	EMD Fee Type	fixed
Tender Fee Exemption Allowed	Yes	EMD Percentage	NA
		EMD Payable To	Payable To
		EMD Payable At	Payable At



Government eProcurement System

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Work / Item(s)					
Title	Antibodies for Flow Cytometry				
Work Description	Antibodies for Flow Cytometry				
Pre Qualification Details	As per tender documents				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	Yes				
Tender Value in ₹	25,00,000	Product Category	Consumables (Hospital / Lab)	Sub category	Antibodies
Contract Type	Tender	Bid Validity(Days)	270	Period Of Work(Days)	30
Location	AIIMS Patna	Pincode	801507	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	AIIMS patna
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	22-Feb-2024 02:00 PM	Bid Opening Date	26-Mar-2024 11:00 AM
Document Download / Sale Start Date	22-Feb-2024 02:00 PM	Document Download / Sale End Date	22-Mar-2024 06:00 PM
Clarification Start Date	22-Feb-2024 02:00 PM	Clarification End Date	29-Feb-2024 02:00 PM
Bid Submission Start Date	01-Mar-2024 09:00 AM	Bid Submission End Date	22-Mar-2024 06:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	NIT	1259.78

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	openTE.pdf	Tender documents	1713.21
	2	BOQ	BOQ_837617.xls	Financial Bid	297.50

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	drsanjibghosh@aiimspatna.org	SANJIB KUMAR GHOSH	Sanjib Kumar Ghosh
2.	drmuktaa@aiimspatna.org	Mukta Agarwal	Mukta Agarwal
3.	drsveena@aiimspatna.org	Veena Kumari	Veena Kumari

GeMARPTS Details

GeMARPTS ID	N17KXJAQJVZR
Description	Anti Bodies for flow cytometry
Report Initiated On	22-Feb-2024
Valid Until	23-Mar-2024

Tender Properties			
Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compartive chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		
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	Executive Director		
Address	AIIMS Patna-801507		
Tender Creator Details			
Created By	Aditya Kumar		
Designation	Storekeeper		
Created Date	22-Feb-2024 11:16 AM		



E-Procurement Tender

ALL INDIA INSTITUTE OF MEDICALS SCIENCE PATNA

(An Autonomous body under MoHFW, Govt. of India)

E-Tender No. : AIIMS/PAT/TENDER/LTE/Anti Bodies/FTS No 137780

E-TENDER

OPEN TENDER ENQUIRY FOR SUPPLY OF REAGENTS/ANTIODIES AT AIIMS PATNA

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)

E-Tender Notice

**NOTICE INVITING TENDER FOR
SUPPLY OF SURGICAL ITEMS AT AIIMS, PATNA**

On behalf of Executive Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (Open Tender Enquiry) (e-Tender) through website of AIIMS, Patna www.aiimspatna.org (for ref. only) and CPPP <https://eprocure.gov.in/eprocure/app> under Two Bid system for (Part I :Techno commercial bid & Part II: Financial Bid or BOQ) from reputed & genuine manufacturers/Direct importer/ Authorized Distributor who are interested and eligible to supply of **REAGENTS/ANTIBODIES (DEPARTMENT OF PATHOLOGY)** to AIIMS Patna. Manual bids shall not be accepted. Manual bid will not accepted.

AIIMS, Patna request bidders to quote in line with tender documents uploaded & submit the offer on our e-portal <https://eprocure.gov.in/eprocure/app>.

Upload of Tender: Tenderers are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of requisite documents to substantiate the claim towards their credentials while the tender shall be submitted online in soft copy on our e-tendering portal.

All interested bidders have to submit techno commercial bid (Part I) & Financial Bid (BOQ) (Part II) strictly in the tender format available online on e-portal. No other form of bid shall be accepted. Bids shall be digitally signed and uploaded by legally authorized and competent person on behalf of his firm / company and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders.

**(Executive Director)
AIIMS Patna**

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of Executive Director, All India Institute of Medical Sciences, Patna (AIIMS Patna) bid system (Techno-Commercial Bid and Financial Bid) from reputed, experienced and financially sound, interested and eligible bidders to supply **Reagents/Antibodies (Department of Pathology)** to AIIMS Patna. The bid is to be submitted online only on <https://eprocure.gov.in/eprocure/app> up to the last date and time of submission of bids. Manual bids shall not be accepted.

2. The total annual estimated cost of supply to AIIMS, **Reagents/Antibodies (Department of Pathology)** Patna is about Rs. Appx 25 lakhs (Rupees twenty five lakhs only.). This is only estimation.

3. Tender documents can be viewed and downloaded from the website of AIIMS, Patna www.aiimspatna.org (for reference only) and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as Point No. 5 of NIT.

4. Type of Tender: Open Tender Enquiry - Two Bid System.

5. **Critical Date Sheet:**

SI No	Particular	Date & Time
(i)	Published Date	Date & time as per date sheet available on CPP Portal
(ii)	Bid Document Download / Sale Start Date	
(iii)	Seek Clarification Start Date	
(iv)	Seek Clarification End Date	
(v)	Bid Submission Start Date	
(vi)	Bid Document Download / Sale End Date	
(vii)	Bid Submission End Date	
(viii)	Bid Opening Date	
(ix)	Financial Bid Opening Date & Time (Cover-II)	

6. Bid Submission:

Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided for online submission of bids.

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document

6.1 Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

6.2 Tenderer who has downloaded the tender from the **website of AIIMS, Patna www.aiimspatna.org and Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>** shall not tamper/modify the tender form including downloaded price, bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited. The tenderer is also liable to be banned from doing business with AIIMS Patna.

6.3 Intending tenderers are advised to visit **AIIMS, Patna** web site **www.aiimspatna.org** and CPPP website **<https://eprocure.gov.in/eprocure/app>** regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

6.4 Applicant contractor/vendors/bidders must provide Tender fee/Cost & EMD: Tender Fee/Cost & EMD are to be **deposited electronically by RTGS/NEFT in the account of** AIIMS Patna at the below mentioned details.

BANK Details for Tender Fee/ Cost Payment through NEFT/RTGS:

Bank Name – Bank of India,

IFS CODE: BKID0005793 Account No: 579310110002528

6.5 Tender Fee Rs. 1500/-.

6.6 EMD:- Rs. 50,000/-.

6.7 Duration for Completion of Supply: - As per tender document.

6.8 Valid NSIC/SSI /MSME certificate must be submitted online.

6.9 Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated in due course.

6.10 AIIMS, Patna reserves the right to cancel the tenders or postpone the tender and to accept / reject any or all tenders without assigning any reasons thereof.

6.11 The validity of the offer shall be **270 days** after the date of opening of the tender. If any bidder withdraws his tender within the validity period or makes any modifications in terms and conditions of the tender and/or rates after submission of tender which are not acceptable to AIIMS, Patna or does not start the work within stipulated period from the date of issue of letter of acceptance, then AIIMS, Patna shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest money deposited by the bidder. In case of forfeiture of EMD, the tenderer shall be debarred from bidding in case of re-invitation of the tenders.

6.12 AIIMS Patna reserves the right to reject any or all tenders and shall not be bound to assign the any reason for such rejection.

7. Submission of Tender:

7.1 The tender shall be digitally uploaded using their DSC in two part, viz., technicalbid and Financial Bid.

7.2 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

7.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

(a) Technical Bid: Following documents to be uploaded using their DSC by the bidder along with Technical Bid:

- (i) Signed & scanned copy of proof for payment of Tender fee, Earnest Money Deposit (EMD) & duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed & scanned copy of Tender Acceptance letter “**Annexure-VII & VIII**”.
- (iii) Signed & scanned copy of List of items for which the rates are offered, as per the enclosed format (**Annexure II**).
- (iv) Signed & scanned copy of the Income tax returns (ITR) for last three (consecutive) Financial Year.
- (v) Signed & scanned copy of Copies of authenticated balance sheet for the past three (consecutive) years duly authenticated by chartered accountant **mentioning UDIN**.
- (vi) Signed & scanned copy of Non-conviction/ No pending conviction certificate for preceding three years issued by competent Drug Authority If item comes under Drug & Cosmetic Act 1940 & rules made therein as amended from time to time (refer Column 6 of Annexure II). For item not in any category of Drug & Cosmetic Act 1940 & rules made therein as amended, signed & scanned copy of Non-conviction/ No Pending Conviction Certificate attested/ issued by Notary for preceding three years.
- (vii) Signed & scanned copy of Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the downward rate revision (**Annexure- IV**).
- (viii) Signed & scanned copy of List of Institute/Hospital where the company supplying the tendered item during last 12 months.
- (ix) Signed & scanned copy of a Notorised affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier (**Annexure-XII**).
- (x) Signed & scanned copy of Manufacturer Authorization Certificate (as Applicable).
- (xi) Signed & scanned copy of **Drug License** (If applicable on any item given in technical bid).
- (xii) Signed & scanned copy of USFDA Certification (If applicable for any item).
- (xiii) Signed & scanned copy of Name, Mobile Number and Email ID of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.
- (xiv) Signed & scanned copy of any other information important in the opinion of the tenderer.
- (xv) Catalogue of all quoted products with Tender Item No mentioned properly.

(xvi) Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact (**Annexure-X**) & GFR 144(Xi) Compliance Certificate (**Annexure-XI**).

(xvii) Signed and Scanned copy of Notorised affidavit on Rs. 100/- of **Annexure-VI & Annexure-IX**.

(b) **Financial Bid:**

Schedule of Financial Bid in the form of BOQ_XXXX .xls

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender 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 Financial Bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD will be forfeited the tenderer is liable to be banned from doing business with AIIMS Patna in future.

SALIENT POINTS OF THE NOTICE INVITING TENDER

Online electronic bids (e-tenders) are invited in two bid system Supply of SURGICAL DISPOSABLE (Dept of Pathology) items for a period of two years. **Bids will be accepted from reputed & genuine manufacturers/Direct importer/ Authorized Distributor only.** The salient features of the tender are as under:

1. **Cost of tender document (Non – refundable):** Rs.1500.00 (Fixed) (Rupees one thousand five hundred).
2. **EMD:** (Rs. 50,000/-) (Rupees Fifty thousand only).
3. **Performance Security:** 5 % of the value Supply Order/Purchase Order. Successful Bidder will be required to deposit the performance security in form of BG within 03 weeks after accepting the Supply/Purchase Order. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations/Self Life.
4. **Validity of offer:** Your offer may be valid for 270 days from the last date of submission of the bid.
5. **The award of the Supply order/Purchase Order is not linked with the procurement style opted by Procurement cell/ Institute during the entire period. Modality of procurement and inventory management of any item may be changed at any point of time.**

GENERAL TERMS & CONDITIONS

1. Bids will be accepted from reputed & genuine manufacturers/Direct importer/ Authorized Distributor only.
2. List of tendered item i.e. scope of supply is attached herewith.
4. The firms who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the general terms & conditions.
5. The bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document enquiries shall be entertained in respect of acceptance or rejection the bid.
6. The firm should upload the self- attested copies of USFDA/WHO-GMP/CEE/COPP/ ISO/CE/EN/Research molecule certificate (In case of Research molecule), Manufacturing certificate or provide evidence of SUPPLY OF Surgical items (which has been quoted by the bidder). If they export/supply the tendered product to countries including in the 'very high human development' list of countries of the world for internal use in those markets if applicable. These will be included as a factor to judge quality.
7. Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical/similar products/items tendered in duplicate intentionally or unintentionally, the Procurement cell reserves the right to club the technical/Financial Bids for comparison and finalization of Rate Contract.
7. The Integrity pact (Annexure-"X") shall be a part of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno- Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.
8. **Purchase Preferences:**
 - 8.1 **Make in India:**
 - (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring

entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract for full quantity will be awarded to L 1.
- (ii) If L 1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L 1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L 1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L 1 bidder.

(c) In the procurements of goods or works, which are covered by above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L 1. If L 1 is 'Class-I local supplier', the contract will be awarded to L 1.
- (ii) If L 1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L 1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L 1 price.
- (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L 1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L 1 price and so on and contract shall be awarded accordingly. In case none of the

'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L 1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

8.2 MSE Purchase Preference:

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be eligible MSE Purchase Preference.

Those MSE who are registered under CPPP are only eligible to participate in the tender as MSE vide letter no. F.5/4/2018-PPD dated 28/02/2018, Govt. of India, Ministry of Finance, Department of Expenditure, Public Procurement Division & shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit.

Udyam Registration Certificate shall also be accepted for above purpose.

Note: The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders are excluded from the purview of Public Procurement Policy." MSEs seeking exemption and benefits should enclose a attested/self-certified copy of registration certificate as a part of his bid, giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity). However, in case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

a) Award shall be given to L1 bidder if L1 bidder is a MSE.

b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.

c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.

9. Sample must be submitted along with technical bid/bid submission. However, at the time of TEC, the end user would require 5 antibodies most commonly used e.g: CD 45, CD 34, CD 19, CD 3, Nu TdT to run 5 experiments to look for the results and the required concentration of the antibody. Accordingly, bidder is required to submit sample. The bidder is also required to provide an application on site for making proper worksheet for experiments. The sample of reagents must be compatible with Machine Model No. FACS CANTO II and DIVA Software.

10. Tender item serial no. must be same.

PART '1' - TECHNICAL BID:

Following documents to be uploaded using their DSC by the bidder along with Technical Bid:

- (i) Signed & scanned copy of proof for payment of Tender fee, Earnest Money Deposit (EMD) & duly attested copy of PAN, duly attested copy of GST registration certificate.
- (ii) Signed & scanned copy of Tender Acceptance letter "**Annexure-VII & VIII**".
- (ii) Signed & scanned copy of List of items for which the rates are offered, as per the enclosed format (**Annexure II**).
- (iv) Signed & scanned copy of the Income tax returns (ITR) for last three (consecutive) Financial Year.
- (v) Signed & scanned copy of Copies of authenticated balance sheet for the past three (consecutive) years duly authenticated by chartered accountant **mentioning UDIN**.
- (vi) Signed & scanned copy of Non-conviction/ No pending conviction certificate for preceding three years issued by competent Drug Authority If item comes under Drug & Cosmetic Act 1940 & rules made therein as amended from time to time (refer Column 6 of Annexure II). For item not in any category of Drug

& Cosmetic Act 1940 & rules made therein as amended, signed & scanned copy of Non-conviction/ No Pending Conviction Certificate attested/ issued by Notary for preceding three years.

(vii) Signed & scanned copy of Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowest rate & passing on the Downward rate revision (**Annexure- IV**).

(viii) Signed & scanned copy of List of Institute/Hospital where the company supplying the tendered item during last 12 months.

(ix) Signed & scanned copy of a Notarised affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier (**Annexure-XII**).

(x) Signed & scanned copy of Manufacturer Authorization Certificate (as Applicable) (If not applicable, please declare).

(xi) Signed & scanned copy of **Drug License** (If applicable on any item given in technical bid) (If not applicable, please declare).

(xii) Signed & scanned copy of USFDA Certification (If applicable for any item).

(xiii) Signed & scanned copy of Name, Mobile Number and Email ID of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.

(xiv) Signed & scanned copy of any other information important in the opinion of the tenderer.

(xv) Catalogue of all quoted products with Tender Item No mentioned properly.

(xvi) Signed and Scanned Copy of Notarised affidavit on Rs. 100/- of Integrity Pact (**Annexure-X**) & GFR 144(Xi) Compliance Certificate (**Annexure-XI**).

(xvii) Signed and Scanned copy of Notarised affidavit on Rs. 100/- of **Annexure-VI & Annexure-IX**.

PART '2' – FINANCIAL BID:

The below mentioned Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender 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 tampered / modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with AIIMS Patna.

Guidelines for the Financial Bid:

- (i) Rates should be quoted for one unit only i.e one tab, one amp/vial, one bottle etc. MRP mentioned should be for the one unit only i.e one tab, one amp/vial, one bottle etc. **However, one qty of each item must do the minimum test required.**
- (ii) Rates quoted should be exclusive of taxes. Rate of GST against each items must be quoted as per format of Financial Bid.
- (iii) The prices quoted by the bidder should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- (iii) The quoted rates should be F.O.R destination (Central Pharmacy, AIIMS, Patna)
- (iv) Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.
- (v) Specifications of the quoted item should be the same as per the details given in the tender.
- (vi) Any plea for clerical / typographical error etc. Would not be accepted. No Correspondence will be entertained after opening of Financial Bid.
- (vii) Conditional bid would not be entertained.
- (viii) A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.
- (ix) **The store offered ordinarily 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 contractor free of cost within 60 days of intimation.**
- (x) The stores offered by the contractor should strictly conform to the provisions of Drugs & Cosmetics Act 1940 and rules made there under as amended from time to time.
- (xi) Bidder should uphold good business practices.

Disqualification of the bid:

- (a) Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.

(b) Any action on the part of bidder to influence any official will amount to rejection of his bid.

Definitions & Interpretations of Different terms & Terminology

In this tender, the words & expression used shall have the meaning / definition / expression as under:

- (a) Institute means All India Institute of Medical sciences, Patna.
- (b) Contracting Authority means the designated officers on behalf of the Executive Director.
- (c) Bidder means any direct reputed & genuine manufacturer / direct Importer in India.
- (d) "Acceptance of Tender" means the letter communicating for opening of Financial Bid.
- (e) "Contract" includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to bidders, tender acceptance and submission of declaration forms.
- (f) "Contract" includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to bidders, tender acceptance and submission of declaration forms.
- (g) "Contractor" means the person, firm or company with whom the contract is made.
- (h) "Inspection" means inspection carried out by the person specified in the contract.
- (j) "Purchaser" means the authority accepting the tender.
- (k) "Supply Order" means an order for the supply of goods
- (l) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- (m) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- (n) "Test" means such tests as are considered necessary
- (o) "Unit" means the unit of purchase as specified in the schedule of goods
- (p) GST" means tax payable under the GST Act 2017 on sale or purchase of goods as the case may be or any tax in place of GST during the currency of contract.
- (q) Tax Invoice: Where the GST has been paid on the purchase of goods by the Institute's Procurement cell and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit. HSN code of the item may invariably be mentioned in Tax Invoice.

- (r) Manufacturer means that makes the first sale of such goods after manufacturing.
- (s) Importer means the firm who makes the first sale of such goods after imports
- (t) Purchase price means amount of valuable consideration paid or payable for purchase of goods.
- (u) "Billing agency" refers to the Rate Contract holder (manufacturer) itself or to any Agency/clearing appointed by the Rate Contract holder (manufacturer) Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required).

Procurement on Supply order basis:

Name & Address of Billing Agency will be informed by the tenderer after award of Supply Order (if required) with the following details of the billing agency:

- (a) PAN Card
- (b) GST Return for preceding three years.
- (c) Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceding three years.
- (d) A Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Financial Bid or involved in finalizing the tender or will decide the use of tendered items (Annexure-IX) on stamp paper of Rs. 100.00.

Supply of material covered under this contract will be made on the basis of written supply order with terms and conditions enumerated therein. It will be the responsibility of supplier to have an access with Procurement cell to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non- moving inventories, for which following mechanism will be observed: -

- (i) Besides having liaison with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- (ii) In hand stock position at central Procurement cell and peripheral sub stores can also be obtained from time to time.

- (iii) Access to Procurement cell to know the status of expiry / slow moving / non-moving products.
- (iv) Company will own the responsibility of overstocking & expiry.
- (v) Company will actively take preventive measures and inform SPO in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.

You will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be required by the users. In case of any difficulty in getting the feedback from Procurement cell, you may contact F/I procurement (Procurement cell)/ Director.

1. Period of validity:

The Rate Contract will be valid for period of two year from the date of issue of Rate Contract. It may be further extended after approval of competent authority till the finalization of new rate contract, if required on the basis of satisfactory performance.

2. Authority to the purchase:

Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract.

3. Responsibility of the Bidder for executing the contract:

The bidder shall perform the contract in all respect in accordance with the terms and conditions mentioned therein. The bidder shall remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place.

4. Rate: The rate quoted by bidder shall remain firm and fixed until the completion of contract.

- (i) All rates quoted should be for ONE UNIT. Bids should be neatly typed and no blank space should be left.
- (ii) Rate quoted should be exclusive of taxes. Rate of GST against each item must be quoted as per format of Financial Bid.
- (iii) All rates quoted should be F.O.R. destination i.e. Central Pharmacy AIIMS, Patna.
- (iv) The Institute will not own responsibilities for issuance of road permit and clearance of consignment from any road, rail, air, postal terminals etc.

- (v) No escalation in rates (except Govt levy / tax) would be permissible.
- (vi) Bidder should take care that the rate and amount are written in such a way that interpolation is not possible.
- (vii) Bidder should quote the rate in words & figures both.
- (viii) Alteration if any should be attested by the bidder, otherwise tender will not be considered.

5. Earnest Money Deposit (EMD) & Performance Security:

(5.1) EMD: EMD is to be deposited electronically by RTGS/NEFT in the account of AIIMS Patna at the below mentioned details:

BANK Details for EMD through EFT/RTGS
Bank Name – Bank of India,
IFS CODE: BKID0005793 Account No: 579310110002528

(5.2) Performance Security: 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs . 50000.00 (Rupees fifty thousand only) to a maximum of Rs. 5,00,000.00 (Rupees Five lacs only). Performance Security will be in shape of Bank Guarantee in favour of “AIIMS Patna. It should be valid for 42 months from the date of issuance of Rate Contract and Performance Security should be submitted within 03 weeks after acceptance of Rate Contract.

- 6. Change in Constitution of firm:** Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.
- 7. Fall Clause:** If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Executive Director AIIMS

PATNA shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Procurement cell authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

The provisions of fall clause will however not apply to the following:

- (i) Export/Deemed Export by the supplier;
- (ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- (iii) Sale of goods such as drugs, which have expiry date;
- (iv) Sale of goods or services at lower price on or after the date of completion of sale/ placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

8. Inspection and sampling at the consignee's end:

- (i) After the receipt of the consignment, the demanding officer may draw a sample out of each consignment and sent it for testing at one of the approved testing laboratories/user departments. If the sample/samples is/are found not of standard quality, the consignment shall be rejected. If the product is found to be not of standard quality for any of the above- mentioned reasons, the total cost of laboratory test will be recovered from the supplier. Where there are visible and obvious defect in the consignment, it shall be rejected.
- (ii) All rejected stores shall in any event remain and will always be at the risk of the contractor immediately on such rejection.
- (iii) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. It is also open to the purchaser to send persons as may be designated by him to inspect stores and draw samples from there before dispatch of consignment.
- (iv) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

9. Penalty Clause:

(i) Non-execution of supply order - For the reasons of failure to supply partially or completely within 30 days, if the Procurement cell 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 Procurement cell timely.

(ii) Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2/RC-3 or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the RC Holder.

(iii) Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

10. Items nearing expiry / Expired: The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced by the bidder at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of Procurement cell/Central Pharmacy.

11. Disputes and Arbitration: All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Executive Director (AIIMS, Patna) for arbitration whose decision shall be the final binding on the contracting parties.

12. Laws governing the contract:

(i) This contract shall be governed by the laws of Bihar, India. The Courts of Patna shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(ii) Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897 as amended from time to time.

(iii) In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Rate contract holder to comply with the applicable rules and regulations from time to time.

(iv) MS Office will entertain only direct correspondence from RC holder.

13. Information required on challan & bills:

(a) **Challan:** Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS PATNA main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- (i) Name of the item as, it is mentioned in Rate contract/ supply order.
- (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand if any).
- (iii) Size of the item
- (iv) Supply order no. and Date
- (v) Date of manufacturing
- (vi) Date of expiry
- (vii) Batch number
- (viii) Quantity of each item (in unit)
- (ix) Maximum Retail Price (MRP)

(b) **Pre-receipted Bill (Tax Invoice), must always bear the following information:**

- (i) Name of the item as, it is mentioned in Rate contract/ supply order.
- (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name if any)
- (iii) Size of the item
- (iv) Supply order no. and Date
- (v) Date of manufacturing
- (vi) Date of Expiry
- (vii) Batch number
- (viii) Quantity of each item (in unit)

- (ix) Value of each item
- (x) Total value of the bill
- (xi) The amount of GST paid by the supplier.
- (xii) Maximum Retail Price (MRP)

14. PAYMENT:-

- (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.
- (b) Payment will be made on 30th day from the date of submission of bill, with early Payment option facility to be enumerated in the supply order.
 - (i) If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - (ii) If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - (iii) If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
- (c) Early payment options are applicable against 100% supplies. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- (d) Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.
- (e) The part supplies are accepted for the sake of convenience of Procurement cell only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forthcoming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.
- (f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- (g) Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at Procurement cell. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.

(h) Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery/Administrative action as deemed proper.

(j) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

15. Termination of Contract: In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months' notice in writing to the Procurement cell.

16. Penalties for non-performance: The following penalties to be imposed, at any stage, under this tender are for non-performance as per tender/ Contract terms & Condition/clause(s):

- (a) Imposition of liquidated damages,
- (b) Forfeiture of EMD/performance security,
- (c) Termination of the contract,
- (d) Blacklisting/debarring of the bidder

17. The Executive Director reserves the right to accept or reject any offer partially or fully without assigning any reason.

CHECK LIST FOR TERMS AND CONDITIONS

(a) Checklist of documents to be submitted online:

Sl No	Terms & Conditions as per Bidding Document	Uploaded (Yes/No)	Documents uploaded on page No
(i)	Signed and scanned copy of proof for payment of Tender fee, EMD, duly attested copy of PAN, duly attested copy of GST registration certificate. (If seeking EMD exemption bidder must write the case and provide suitable documents along with.)		
(ii)	Signed and Scanned copy of Tender Acceptance letter (both Annexure-“VII” & Annexure “VIII”)		
(iii)	List of items for which the rates are offered, as per Annexure- “II”		
(iv)	Copy of the Income tax returns (ITR) for last (consecutive) three Financial Year (Minimum annual turnover for last three years should be 2 Crores).		
(v)	Copies of authenticated balance sheet for the past (consecutive) three years with certified UDIN number. (Minimum annual turnover for last three years should be 2 Crores).		
(vi)	Signed & scanned copy of Non-conviction/ No pending conviction certificate for preceding three years issued by competent Drug Authority If item comes under Drug & Cosmetic Act 1940 & rules made therein as amended from time to time (refer Column 6 of Annexure II). For item not in any category of Drug & Cosmetic Act 1940 & rules made therein as amended, signed & scanned copy of Non-conviction/ No Pending Conviction Certificate attested/ issued by Notary for preceding three years.		
(vii)	Self-Declaration on Rs 100/- Non-judicial stamp paper (Notarized) about lowestrates & passing on the Downward rate revision (Annexure-IV)		
(viii)	List of Institute/Hospital where the company supplying the tendered item during last 12 months.		
(ix)	An Notarized affidavit on Rs. 100/- Non Judicial stamp paper certifying that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier (Annexure-XII)		
(x)	Manufacturer Authorization Certificate (if applicable) (If not applicable please declare)		
(xi)	Drug License (If applicable on any item given in technical bid) (If not applicable, please declare)		
(xii)	USFDA Certification (If applicable for any item) (If not applicable please declare)		
(xiii)	Any other information important in the opinion of the tenderer.		
(xiv)	Signed & scanned copy of Name, Mobile Number and Email ID of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items.		
(xv)	Signed and Scanned Copy of Notarized affidavit on Rs. 100/- of Integrity Pact (Annexure-X) & GFR 144(Xi) Compliance Certificate (Annexure-XI)		
(xvi)	Catalogue of all quoted products with Tender Item No. mentioned properly.		

(b) Checklist of documents to be submitted online:

Price Bid /Financial Bid:

(a)	BOQ.xls	
(b)	MIN. 2 SUPPLY ORDER COPIES WITHOUT HIDING PRICE FOR PRICE JUSTIFICATION DULY MENTIONING QUOTED TENDER ITEM NO	

Note: In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

DECLARATION OF THE COMPANY

The Bidder should have to give the details of the CEO (MD), Chairman (with the Authorized Signatory of the tender Bid) such as:

- (a) Name
- (b) Tel. No.
- (c) E-mail ID,
- (d) Address

Yours faithfully,



Signature
Name
Designation
Name of company (Bidder)
Address
Telephone No. Mobile No.
Fax No.

**PROCUREMENT FORM
Manufacturing & Marketing Certificate**

This is to certify that M/s _____ are holding valid manufacturing license No. _____ Dated _____ of the State and they are manufacturing the following products.

It is further certified that the following products are also being marketed. The Products are as follows:

Sl. No. Size	Name of Product	Specification
-----------------	-----------------	---------------

Note: This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drugs Inspector will not be accepted unless their authorization by the State Drug Controller to this effect is supported with documentary proof.

Signature and seal of Drug Controller of the State

Dated:

Annexure- II

**Procurement Form
Detail of the items quoted in the technical Bid**

Sl .	Tender Item SI.No.	Name of Item as in the Tender List	Specification of quoted items	Brand Name and Manufacturer name & its Address	Whether offered product comes under Drug & Cosmetic Act 1940 & rules made therein. (Yes/No)	Name of Agency for Quality Certification. e.g. US-FDA, CE/COPP, WHO GMP etc	Category Brand/ Generic
1	2	3	4	5	6	7	8

Certificate: This is certified that all terms & conditions (as applicable) of Drug & Cosmetics Act 1940 & rules made therein as amended from time to time is being/has complied for offered product under said act.

Note: 1. Tender list serial no. of the item should be the same serial no. as detailed in item list of tender document.

Procurement Form Financial Bid

The Financial Proposal/Commercial bid format is provided as BoQ_XXXX.xls along with this tender 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 Financial Bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD will be forfeited the tenderer is liable to be banned from doing business with AIIMS Patna in future.

Self-Declaration for lowest rate (Notarized) (on Rs 100.00 Non-judicial Stamp paper)

I, (Name of the Authorized Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that we (the company) or its subsidiaries/designated representatives have not supplied the product at a cost lower than that quoted in the Tender No _____ to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute.

We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended periods, will be duly informed to AIIMS PATNA within a month (30 days) of such price revision, and the same will be passed on to the Institute.

Authorized Signatory

Designation

Seal

Date

Place

Affidavit (Notarized)
(On Rs 100.00 Non-judicial Stamp paper)

Reference: Tender No.

Dated <<start Date>>

I, (Name of the Signatory), S/o (Father's Name), (Designation of the Signatory) with (Name of The Company), with its office at (Address of the Head office of the Company), do solemnly affirm and declare as under:-

The Bidder does not have any relation with the person authorized to evaluate technical bid/Financial Bid or involved in finalizing the tender or will decide the use of tendered items.

Place:

Date:

Deponent

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2019.

Deponent

Rs 1000 (Non-Judicial Stamp Paper)

Agreement

This agreement is made against tender enquiry no. _____
_____ between All India Institute of Medical Sciences, Phulwarisharif Patna, acting through Medical Superintendent **AIIMS Patna. ALL India Institute of Medical Sciences (AIIMS) Patna, Phulwarisarif, Patna-801507** (hereinafter called "Client" which expression shall unless repugnant to the context or meaning there of be deemed to mean include its successors, legal, representative and assign) of the **First Part**.

Second Part

M/S _____ if it's:- **Registered Office** -----
----- (herein after called "Agency" expression unless repugnant to the context shall mean and include its successors-in-interest assign etc.) of the **Second part**.

Whereas the "client" is desirous to engage "Agency" for **Rate Contract for Supply OF Surgical Disposable in AIIMS, Patna**. As **ANNEXURE-01** listed items at AIIMS Patna as per the terms and condition stated. In reference to tender bid or quotations for above mentioned items. Your product as mentioned in **Annexure-1**, are being covered under Annual rate contract. The terms and condition to govern the annual rate contract are as follows:

The award of rate contract is not linked to the procurement style opted by Medical Superintendent Office/ Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

1. **(A) PROCUREMENT ON SUPPLY ORDER BASIS:** - Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with Medical Superintendent Office to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving/ non-moving inventories, for which following mechanism will be observed: -

- a. Besides having liaising with user department, you will be allowed to have access to Computerized system to know the consumption pattern / reports of the items at and peripheral sub stores can also be concerned
- b. Stock in hand position provided on demand.
- c. Access to Medical Superintendent is allowed to know the status of expiry /slow moving /non- moving products.
- d. The company will own the responsibility of overstocking & expiry.

e. The company will take all preventive measures and will keep informed Procurement officer in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.

f. In case of any difficulty in getting the feedback from Central Pharmacy, you may contact Medical Superintendent / Director.

g. The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users. In case of any difficulty in getting the feedback from Medical Superintendent Office, you may contact Faculty in charge Purchase, Medical Superintendent Office /Director.

(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:-All approved items on Consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.

2. **PERIOD OF VALIDITY:** - The Rate Contract will be valid for period of two year from the date of issue date of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

3. **PERFORMANCE SECURITY:** -Please submit performance security @ 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum of Rs 10,000/- (Rupees Ten Thousands only) and maximum Rs. 3,00,000/- (Rupees Three Lac only) will be in shape of PBG drawn in favor of "AIIMS Patna A/C" (as stipulated in tender notice) payable at Patna from any nationalized bank/scheduled bank. The performance security will have the minimum validity for 36 months from the date of issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract and failing which the above mentioned amount may be deducted from the bill amount against performance bank guarantee.

4. **TAXES AND DUTIES:** - Rates are inclusive of all taxes including Central Sales Tax, GST etc. as applicable. Any price variation due to Govt. levies will be settled accordingly. , other charges like banks charges, postage, freight, etc., will be borne by your company.

5. **PRICES: - Mentioned in Annexure -01**

SL.No	Tender No	Item No.	Formulation	Price without GST	GST	Price with GST	MRP	HSN	Pack Size

Rates are F.O.R. Destination basis i.e. Central Stores, All India Institute of Medical Sciences, Patna. No escalation in rates except Govt. Levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/she shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director AIIMS Patna shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of Medical Superintendent Office authority from other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

6. **ROAD PERMIT:** - No road permit i.e. form 31/32, form c and d would be provided by the institute. It would be the sole responsibility of the supplier to affect the door deliveries at his// her own. Medical Superintendent Office will neither own any responsibility for clearance of goods and road, rail, postal, air terminals nor would any machinery of AIIMS, Patna be allowed for this purpose.

7. **DELIVERY:** - Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the bill. Stores supplied through courier, post etc. may be received under the sole responsibility of supplier regarding quantity, specification and breakage.

8. **DEFECTIVE INVENTORY:** - central Stores / User department / Medical Superintendent Office of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

9. **PENALTY CLAUSE:-**

a. Non-execution of supply order - For the reasons of failure to supply partially or completely within **30 days**, if the Medical Superintendent Office 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. The difference 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 Medical Superintendent Office timely.

b. Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order which will not be supplied during stipulated time period of 30 days should be treated as cancelled and will be procured from RC-2 (L2)/RC-3(L3) or approved local vendor and difference amount deducted from forthcoming bills of RC1 (L1)/Billing Agency as appointed by the Rate Contract Holder.

c. Non production of item – Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

10. INFORMATION REQUIRED ON CHALLAN/BILL: -

a. Challan: Supply order will be released and you may execute the supplies directly or through billing agency. Challan must be endorsed by the security personal at AIIMS Patna main gate. The endorsement must clearly mention time and date of entry of the material. The Challan must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Maximum Retail Price (MRP)

b. Pre-receipted Bill (Tax Invoice), must always bear the following information:

- i. Name of the item as, it is mentioned in Rate contract/ supply order.
- ii. Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- iii. Size of the item
- iv. Supply order no. and Date
- v. Date of manufacturing
- vi. Date of expiry
- vii. Batch number
- viii. Quantity of each item (in unit)
- ix. Value of each item
- x. Total value of the bill
- xi. The amount of GST paid by the supplier.
- xii. Maximum Retail Price (MRP)
- xiii. TIN/GST No. AIIMS Patna

11. **Replacement of near expiry / slow moving / non-moving items:** - It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from Medical Superintendent Office or pharmacy stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming bill of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

12. **Release of EMD**

I. The EMD of Rate Contract Holder would be released after submission of Performance Security.

II. The bidders who has/have not awarded Rate Contract can take their EMD Immediately after finalization of Rate Contract after due correspondence.

13. **PAYMENT:-**

a. 100% payment shall be made on receipt of goods in satisfactory conditions and submission of bill with the material/challan.

b. Payment will be made on 30th day from the date of submission of bill, with early payment option facility to be enumerated in the supply order.

i. If you allow 4% trade discount, payment shall be made within **(03)** working days from its submission date.

ii. If you allow 2% trade discount, payment shall be made within **(07)** working days from its submission date.

iii. If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.

iv. Early payment options are applicable against 100% supplies.

c. On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.

d. Bills not received in accordance with the instructions as required on challan / bill (Mentioned above) will not be entertained / processed for payment by the Institute.

e. The part supplies are accepted for the sake of convenience of Medical Superintendent Office only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 (L2) or other sources, the cost difference account shall be deducted from the forth coming bills of the RC1 (L1)/Billing Agency as appointed by the RC Holder.

f. The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value

of returned goods would be adjusted in any possible manner that suits the need of the Institute.

g. Bill in quadruplicate and pre-receipted payment must be submitted along with copy of challan at the time of supply of the material at central stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.

h. Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.

14. Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.

15. In addition the other terms and conditions as detailed in tender documents would be applicable.

16. In view of the notification issued by the Ministry of Health & Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.

17. Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.

18. It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.

19. Name & Address of Billing Agency will be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:

- i. PAN Card
- ii. GST Registration with GST Return for preceding three years.
- iii. Non Conviction Certification /no pending conviction certificate attested/is issued by notary for preceding three years.

IV. Notarized affidavit that the billing agency does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in finalizing the tender or will decide the use of tendered items (**Annexure-IX**) on stamp paper of Rs. 100.00.

20. RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.

21. All Terms & Conditions as mentioned in Tender document will also be the

part of this Rate Contract.

22. **Legal Jurisdiction:** The agreement shall be deemed to have been concluded in Patna, Bihar and all obligations hereunder shall be deemed to be located at Patna jurisdiction only.

THIS AGREEMENT will take effect from
_____ day _____ Month of **Two**
Thousand Twenty Two.

In witness where of both the parties here to have caused their respective common seal to be hereunto affixed / (or have here into set their respective hands and seal) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the "M/s
_____ Signature of the authorised
official.

Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

For and on behalf of the "Director,
AIIMS, Patna".
Signature of the authorised official.

Stamp

Name: -

Designation: -

Address: -

Witness:
Name

Address

**Acceptance of Term and conditions of Rate Contract
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,
The Executive Director,
AIIMS Patna

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work:- _____

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely: as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No__to__(including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Annexure VIII

To,
Medical Superintendent
AIIMS Patna

Reference: Tender No. _____ Dated <<start Date>>

Sir,

I have gone through the conditions laid down in the tender documents.

I hereby offer to supply the items mentioned in Financial Bid at the rates quoted therein.
I hereby declare to supply the material duly paid with GST, or applicable taxes at any point of time if applicable.

I agree to hold this offer open for the period of two years from the date of issuance of Rate Contract, if awarded.

(Authorised Signatory)

Name

Seal

**AFFIDAVIT (Notarized) (To be filled by RC Holder)
(on Rs 100.00 Non-judicial Stamp paper)**

Reference: Tender No. _____ dated <<start date>>

I, (Name of the Signatory):_

S/o (Father's Name): _____

Designation of the Signatory) with (Name of the Company): _____

Address of the Head office of the Company: _____

Do solemnly affirm and declare as under:-

The RC holder or its representative will not have:

- (i) Any conflict of interest in satisfactory execution of that RC
- (ii) Will not indulge in any corrupt practice
- (iii) Will not indulge in any fraudulent practice

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2023

Deponent

Integrity Pact

Between

All India Institute of Medical Sciences, hereinafter, referred to as "AIIMS Patna", and
..... hereinafter referred to as "The Bidder(s)/Contractor(s)"

Preamble

The AIIMS Patna intends to award, under laid down organisational procedures, contract/s forThe AIIMS Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparencies in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve this goal, AIIMS Patna will appoint Independent External Monitor (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section - 1 Commitments of AIIMS Patna

1. AIIMS Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of AIIMS Patna, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) AIIMS Patna will, during the tender process treat to all Bidder(s) with equity and reason. The AIIMS Patna will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The AIIMS Patna will exclude from the process all known prejudiced persons.

2. If AIIMS Patna obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, AIIMS Patna will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section - 2 Commitments of the Bidder(s)/Contractor(s)

1. The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. The Bidder(s)/Contractor(s) commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of AIIMS Patna's employees involved in the tender process or the execution of the contract or any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any criminal offence under the relevant Anti- Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by AIIMS Patna as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name & address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payment made to the Indian agent/representative have to be in Indian Rupees only.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(f) The Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section - 3 Disqualification from tender process and exclusion from future contracts

1. If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, AIIMS Patna is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per rule & regulations.

Section - 4 Compensation for Damages

1. If AIIMS Patna has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, The AIIMS Patna is entitled to demand and recover the damage equivalent to Earnest Money Deposit /Bid security.

2. If AIIMS Patna has terminated the contract according to Section 3, or if AIIMS Patna is entitled to terminate the contract according to Section 3, AIIMS Patna shall be entitled to demand and recover from the Bidder(s) liquidated damages of the Contract value or the amount equivalent to performance bank Guarantee.

Section - 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti- corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken the contract, if already awarded, can be terminated.

Section - 6 Equal treatment of all Bidder (s)/Contractor (s)

In case of Sub-contracting, the AIIMS Patna Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

1. The AIIMS Patna will enter into agreements with identical conditions as this one with all Bidders and Contractors.

2. The AIIMS Patna will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section - 7 Criminal Charges against violating Bidder (s)/Contractor (s)/ Subcontractors (s)

If the AIIMS Patna obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder,

Contractor or Subcontractor which constitutes corruption, or if the AIIMS Patna has substantive suspicion in this regard, the AIIMS Patna will inform the same to the Chief Vigilance Officer.

Section - 8 Independent External Monitor

1. The AIIMS Patna appoints competent and credible Independent External Monitor for this Pact. After approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He/ she reports to the Director AIIMS Patna.

3. The Bidder (s) Contractor (s) accepts that the Monitor has the right to access, without restriction to all Project documentation of the AIIMS Patna including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.

4. The Monitor is under contractual obligation to treat the information and documents of the Bidder (s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on Non-Disclosure of Confidential Information and of 'Absence of conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Director, AIIMS Patna and recuse himself/herself from that case.

5. The AIIMS Patna 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Director AIIMS Patna and request the Management to discontinue or take corrective action, or the take other relevant action. The monitor can in the regard submit non-binding recommendations. 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.

7. The Monitor will submit a written report to the Director AIIMS Patna, within 8 to 10 weeks from the date of reference or intimation to him by the AIIMS Patna and, should the occasion arise, submit proposals for correcting problematic situations.

8. If the Monitor has reported to the Director AIIMS Patna, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director AIIMS Patna has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9. The word Monitor, would include both singular and plural.

Section - 9 Pact Duration

1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders' 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

2. If any claim is made / lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Director of AIIMS Patna.

Section - 10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the AIIMS Patna.

2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

5. Issues like comprehensive Warranty / Guarantee etc. shall be outside the purview of IEMs.

6. In the event of any contradictions between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

For and on behalf of the AIIMS Patna

Office Seal

Place:

Date :

For & on behalf of Bidder/Contractor

Office Seal

Witness 1:

Witness 2:

GFR 144(XI) COMPLIANCE CERTIFICATE

(On Rs. 100/- Non Judicial stamp paper)

Certificate to be submitted by Bidder

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certified that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certified that this bidder fulfils all requirements in this regards and is eligible to be considered. [Where applicable, evidence of valid registration by the competent authority shall be attached.]

Signature and Stamp of the Bidder

**An Notarized affidavit
(On Rs. 100/- Non Judicial stamp paper)**

I/we certify/assure that the firm has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier.

Tenderer's Signature

Verified by Notary

**PROCUREMENT CELL
MANDATE FORM
(Account/s Information form)**

**ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) / REAL TIME GROSS
SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC TRANSFER (NEFT) / INTRA BANK
ACCOUNT TRANSFER FACILITY FOR RECEIVING PAYMENTS**

A. DETAILS OF ACCOUNT HOLDER:

NAME OF ACCOUNT HOLDERER / FIRM	
COMPLETE CONTACT ADDRESS	
MOBILE NUMBER / PH NO	
E.MAIL	

B. BANK DETAILS:

ACCOUNT NAME (Name appearing in your Cheque Book)	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NO	
BRANCH CODE	
COMPLETE BANK ACCOUNT NUMBER (Please note that the Bank Account must be in the name of the Firm as appeared in the bill. In case of other Beneficiaries (Non-vendor) the Account name must be in the name of Applicant.	
IFSC CODE	
TYPE OF ACCOUNT (SB/CURRENT/CASH CREDIT)	
MICR CODE OF BANK	

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

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

(.....)
Signature of Customer

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

(.....)
(Bank's Stamp)
Signature of Authorized Officer

Please attach a Cancelled Cheque along with the account information form.

BANK GUARANTEE FORM

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

To,
All India Institute of Medical Sciences, Patna
Patna - 801507

In consideration of All India Institute of Medical Sciences, Patna [hereinafter referred to as AIIMS', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s _____ [hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with AIIMS a sum of Rs. _____ (Rupees _____) towards security / performance guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. _____ (Rupees _____) as required under the terms and conditions of contract / work order no _____ dated _____ [hereinafter referred as the order'] placed by AIIMS on the said supplier /contractor. We, _____ the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay AIIMS an amount not exceeding Rs. _____ (Rupees _____) on the demand made by AIIMS on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from AIIMS stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by AIIMS without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said order and that it shall continue to be enforceable till the dues of AIIMS under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till AIIMS certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. We _____ the bank, undertake to pay to AIIMS any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We _____ the bank further agree that AIIMS shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the AIIMS against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of AIIMS or any indulgence by AIIMS to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Administrative Officer, All India Institute of Medical Sciences, Patna.

8. We, _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the AIIMS in writing.

Signed on the _____ day of _____.

Signature

For the Bank

Witness:

Name(s) & Designation(s)

Name & Address

LIST OF ITEMS

Sr. No.	Reactivity	ITEM NAME/CLONE	Test required	
1	Human	cyCD3 V450 (UCHT1)	01 vial (Atleast 100)	<p>SPECIFICATIONS</p> <p>1) All or at least 60% of the antibodies of the provided list should ne RUO (GMP) / ASR grade.</p> <p>2) Original Manufacture/Authorized channel partner must submit the name of at least 5 users in India, preferably government institutions where whole panel or 95% of same company reagents are used for clinical reporting.</p> <p>3) L1 will be decided in Toto meaning who so ever Company/Vender will have 100% reagents available as per specification and combined cost will be taken for L1.</p> <p>CONDITIONS (May be required)</p> <p>1) After TEC, comparative chart preparation and before L1 declaration the end user would require 5 antibodies most commonly used eg; CD 45, CD 34, CD 19, CD 3, Nu TdT to run 5 experiments to look for the results and the required concentration of the antibody. This</p>
2	Human	CD45 V500-C (2D1)	03 Vial (Atleast 300)	
3	Human	cyMPO FITC (5B8)	01 vial (Atleast 100)	
4	Human	cyCD79a PE (HM47)	01 vial (Atleast 100)	
5	Human	CD34 PerCP-Cy5.5 (8G12)	02 Vial (Atleast 200)	
6	Human	CD19 PE-Cy7 (SJ25C1)	01 vial (Atleast 100)	
7	Human	CD7 APC (M-T701)	01 vial (Atleast 100)	
8	Human	smCD3 APC-H7 (SK7)	01 vial (Atleast 100)	
9	Human	CD 20 V450 (L27)	01 vial (Atleast 100)	
10	Human	CD 58 FITC (1C3)	01 vial (Atleast 100)	
11	Human	CD66c PE (B6.2/CD66)	01 vial (Atleast 100)	
12	Human	CD71 FITC (L01.1)	01 vial (Atleast 100)	
13	Human	CD10 APC (HI10a)	01 vial (Atleast 100)	
14	Human	CD38 APC-H7 (HB7)	01 vial (Atleast 100)	
15	Human	CD4 V450 (SK3)	01 vial (Atleast 100)	
16	Human	CD 304 Alexa 647 (3E12)	01 vial (Atleast 100)	
17	Human	CD99 PE (TU12)	01 vial (Atleast 100)	
18	Human	CD5 PerCP-Cy5.5 (L17F12)	01 vial (Atleast 100)	
19	Human	CD2 PE-Cy7 (L303.1)	01 vial (Atleast 100)	
20	Human	NuTdT APC (E17-1519)	01 vial (Atleast 100)	
21	Human	CD8 APC H7 (SK1)	01 vial (Atleast 100)	
22	Human	HLA-DR V450 (L243)	01 vial (Atleast 100)	
23	Human	CD64 FITC (10.1)	01 vial (Atleast 100)	
24	Human	CD13 PE (L138)	01 vial (Atleast 100)	
25	Human	TCRgd PE Cy7 (11 F2)	01 vial (Atleast 100)	
26	Human	CD117 PE-Cy7 (104D2)	01 vial (Atleast 100)	
27	Human	CD33 APC (P67.6)	01 vial (Atleast 100)	
28	Human	CD14 APC H7 (MφP9)	01 vial (Atleast 100)	
29	Human	CD 15 FITC (MMA)	01 vial (Atleast 100)	
30	Human	CD 56 PE (MY31)	01 vial (Atleast 100)	
31	Human	CD 45 RA PE (HI100)	01 vial (Atleast 100)	
32	Human	CD 123 (9F5)	01 vial (Atleast 100)	
33	Human	CD 71 APC H7 (M-A712)	01 vial (Atleast 100)	
34	Human	CD 36 V 450 (CB38)	01 vial (Atleast 100)	
35	Human	CD11c PerCP-Cy5.5 (B-ly 6)	01 vial (Atleast 100)	
36	Human	CD 235 FITC {GAR2(HIR2)}	01 vial (Atleast 100)	
37	Human	CD 73 V 450 (AD2)	01 vial (Atleast 100)	
38	Human	CD 200 PE (OX 104)	01 vial (Atleast 100)	

39	Human	CD81 APC-H7 (JS-81)	01 vial (Atleast 100)	step is important to calculate the cost per test and hence the most feasible one.
40	Human	CD 103 PE (Ber- ACT 8)	01 vial (Atleast 100)	
41	Human	CD 123 APC (9F5)	01 vial (Atleast 100)	
42	Human	CD 16 PE (B73. 1)	01 vial (Atleast 100)	
43	Human	TCR ab FITC (WT31)	01 vial (Atleast 100)	
44	Human	FMC 7 V 450 (FMC-7)	01 vial (Atleast 100)	
45	Human	Kappa PE (TB28-2)	01 vial (Atleast 100)	
46	Human	Lambda FITC (1-155-2)	01 vial (Atleast 100)	
47	Human	CD 27 Per Cp Cy 5.5 (M-T271)	01 vial (Atleast 100)	
48	Human	CD 25 FITC (2A3)	01 vial (Atleast 100)	
49	Human	CD 157 BV421 (SY11B5)	01 vial (Atleast 100)	2) We would need application scientist on site for making proper worksheet for experiments. 3) Currently we have FACS CANTO II and DIVA Software hence all the reagents must be compatible with it.
50	Human	Cyclin D1 FITC (G124-326)	01 vial (Atleast 100)	

Swab

Punam

