



E-Procurement Tender

ALL INDIA INSTITUTE OF MEDICALS SCIENCE PATNA

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

E-Tender No. : **PC/2018-19/RC/F-17279**

E-TENDER

RATE CONTRACT FOR NEW BORN SCREENING KITS

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ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS)

E-Tender Notice

NOTICE INVITING TENDER FOR

SUPPLY FOR NEW BORN SCREENING AT AIIMS, PATNA

On behalf of Director, All India Institute of Medical Sciences, Patna (AIIMS Patna), invites electronic online bids (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 Manufacturer (OEM) / Direct Importer who are interested and eligible to **Supply of New Born Screening Kits at 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.

Earnest Money Deposit has to be submitted as per NIT /Tender instructions before the due date and time of tender techno commercial bid opening , failing which the bid shall be liable for rejection.

(Director)
AIIMS Patna

1. Online electronic bids (e-tenders) under two cover systems are invited on behalf of 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 **Liquid Oxygen** to AIIMS Patna. Manual bids shall not be accepted. Manual bid will not accepted.” 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 of liquid medical oxygen to AIIMS, Patna will be about Rs.15.00 lakhs per annum (*Approx.*). This is only estimation. The actual amount shall depend upon the requirement. These items are purchased on monthly basis / as or when required.
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. 4 of NIT.
4. Type of Tender: Open Tender –Two Bid System.
5. **Critical Date sheet** :

| S.No | Particulars | Date & Time |
|--------|---|-----------------------------------|
| (i) | Published Date | 03-01-2020 (17:00 Hrs.) |
| (ii) | Bid Document Download / Sale Start Date | 03-01-2020 (17:05 Hrs.) |
| (iii) | Seek Clarification Start Date | 04-01-2020 (10:00 Hrs.) |
| (iv) | Seek Clarification End Date | 07-01-2020 (13:00 Hrs.) |
| (v) | Bid Submission Start Date | 11-01-2020 (14:00 Hrs.) |
| (vi) | Bid Document Download / Sale End Date | 23-01-2020 (12:00 Hrs.) |
| (vii) | Bid Submission End Date | 23-01-2020 (12:00 Hrs.) |
| (viii) | Bid Opening Date | 24-01-2020 (12:00 Hrs.) |
| (ix) | Price Bid Opening Date & Time Cover-II | Date & time to be intimated later |

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 Payment: Tender Fee/Cost & Earnest Money Deposit is to be **deposited electronically by RTGS/NEFT in the account of** AIIMS Patna at the below mentioned details.

BANK Details for EMD Payment through NEFT/RTGS:

Bank Name – Bank of India,

IFS CODE: BKID0005793 Account No: 579310110002528

- 6.5 Tender Fee Rs. 1500/- and EMD Value Rs. 50,000/- (Fifty thousands only)
- 6.6 Duration for Completion of Supply: - As per tender document.
- 6.7 All NSIC / SSI / MSME registered bidders/vendors are exempted from submission of EMD fee. Valid NSIC/SSI /MSME certificate must be submitted online to avail the exemption from furnishing the EMD.
- 6.8 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.
- 6.9 Any tender received without Earnest Money as specified in tender documents shall not be considered and shall be summarily rejected.
- 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.
- 6.13** **There is no physical prebid meeting of the prospective vendor. In case any clarification is to be sought, it should be done only through the CPP Portal using the DSC. No other mode of clarification sought –by email/by Telephonic/by Fax will be not accepted .AIIMS Patna will compile all the clarification sought from the prospective vendors and upload its decision on the CPP Portal. In this regards in case of need any help please contact helpline support-eproc@gov.com. Timeline for seeking clarification as per para 4 Critical date sheet**

7. Submission of Tender

- a. The tender shall be digitally uploaded using their DSC in two part, viz., technical bid and Financial Bid.
- b. 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.
- c. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. 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 Financial Year
- v) Signed & scanned copy of Copies of authenticated balance sheet for the past three years
- vi) Signed & scanned copy of Non-conviction/ No pending conviction certificate attested/ issued by Notary for preceeding 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
- x) Signed & scanned copy of Manufacturer Authorization Certificate (if 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 and Mobile Number 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.

Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact (Annexure-X)

9. 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 of **Kits for New Born Screening** for a period of two years. **Bids will be accepted from reputed & genuine manufacturers / importers 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. **Earnest Money Deposit (R e f u n d a b l e):** Rs.50000.00 (Rupees Fifty thousand only),
3. **Performance Security:** 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs.10000.00 (Rupees ten thousand only) and maximum of Rs.300000.00 (Rupees three Lacs only). Those vendors who have been identified for the purpose of Rate Contract will be required to deposit the performance security within 03 weeks after accepting the Rate Contract and it should be valid for a period of 36 months from the date of Rate Contract.
4. **Validity of offer:** Your offer may be valid for 270 days from the last date of submission of the bid and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e, The Rate Contract will be valid for period of two year from the date of issue of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever is earlier, if required.
5. **The award of the Rate contract is not linked with the procurement style opted by Procurement cell/ Institute during the entire period of rate contract. Any item under the rate contract may be procured through supply order. 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 / importers only.**
2. List of tendered item i.e. scope of supply is attached herewith.
3. Some of the items may be kept on utilization or consignment basis as elaborated in the tendered list.
4. The firms who intend to participate in the tender should first ensure that they fulfil 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 FOR NEW BORN SCREENING. 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. **"For AIIMS Patna supply only"** should be mentioned on the supplied items [Individual units (Strips of capsule/tablet, vials and ampoules) (Printed/Indelible Stamped)].
8. 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/Financia Bids for comparison and finalization of Rate Contract.
9. 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.
10. **Sample must be submitted along with technical bid/bid submission.**
11. 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"
- 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 Financial Year
- v) Signed & scanned copy of Copies of authenticated balance sheet for the past three years
- vi) Signed & scanned copy of Non-conviction/ No pending conviction certificate attested/ issued by Notary for preceeding 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
- x) Signed & scanned copy of Manufacturer Authorization Certificate (if 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 and Mobile Number 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) Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact (Annexure-X)

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 minimum saleable pack i.e. one strip, one vial, one bottle etc.
- 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.
- iv) The quoted rates should be F.O.R destination (Procurement cell, AIIMS, Patna)
- v) Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.
- vi) Specifications of the quoted item should be the same as per the details given in the tender.
- vii) Any plea for clerical / typographical error etc. Would not be accepted. No Correspondence will be entertained after opening of Financial Bid. IX. 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 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.
- 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:

- i) Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
- ii) 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 Director
- c) Bidder means any direct reputed & genuine manufacturer / Importer in India
- d) “Acceptance of Tender” means the letter communicating for opening of Financial Bid.
- e) “Rate Contract” includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to bidders, tender acceptance and submission of declaration forms.
- f) “Contractor” means the person, firm or company with whom the contract is made (g) “Inspection” means inspection carried out by the person specified in the contract
- g) “Purchaser” means the authority accepting the tender.
- h) “Supply Order” means an order for the supply of goods
- i) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- j) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- k) “Test” means such tests as are considered necessary
- l) “Unit” means the unit of purchase as specified in the schedule of goods
- m) 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.
- n) 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.
- o) Manufacturer means that makes the first sale of such goods after manufacturing.
- p) Importer means the firm who makes the first sale of such goods after imports
- q) Purchase price means amount of valuable consideration paid or payable for purchase of goods.
- r) “Billing agency” refers to the Rate Contract holder (manufacturer) itself or to any Agency/clearing & forwarding agency 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).

Rate contract (other than life saving category)

Following three categories of companies/entities will be selected and Rate Contract will be signed with them.

- i. Category 1: Rate Contract 1 – the first source for procurement (L-1)
- ii. Category 2: Rate Contract 2 – the second (alternative) source for procurement (L-2)
- iii. Category 3: Rate Contract 3 - the third (alternative source for procurement (L-3)
- iv. Situation under which supply order might be placed to alternative sources (RC-2 (L-2) AND RC-3 (L-3), in that order)
 - RC-1 source fails to supply the items within the stipulated time of 30 days.
 - The committee members in their collective judgement are not satisfied with the quality of items procured from RC -1 source.
 - When the RC-1 source fails to honor the terms and condition of the contract e.g. (i) asking for upward revision of prices, (ii) asking for extension of the delivery period

beyond the accepted time, (iii) any other request from RC-1 source which does not serve the purpose of the Institute.

- RC-1 could not perform well on account of good inventory management bringing loss on account of overstocking and expiry to zero level.
- Whenever RC-1 fails to completely honour three supply orders the rate contract would be cancelled and RC-2 (L-2) would be made the regular source of procurement and the performance security of RC-1 will be forfeited.
- In such a situation all clauses related to RC1 (L-1) shall automatically apply to RC2 (L-2).
- Companies performance during the current Rate Contract will be taken in consideration while finalizing the future tender.

Procurement on Supply order basis

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:

- 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 rate 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 for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

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. Procurement cell 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:

- i) The EMD of the RC holders would be released after signing of Rate Contract and deposition of performance security.
- ii) If the bidder fails or neglects to observe or perform any of his/her obligations under the contract, it shall be lawful for the purchaser to forfeit the performance security furnished by the bidder.
- iii) Performance Security: 5 % of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs. 10000.00 (Rupees ten thousand only) to a maximum of **Rs. 3,00,000.00 (Three lacs only)**. Performance Security will be in shape of Bank Guarantee in favour of “**AIIMS Patna**”. It should be valid for 36 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 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.

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 send 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 shallbe 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.

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 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

- ii) The Courts of Patna shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- iii) 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.
- iv) 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.
- v) Procurement cell 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) (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) (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
- ix) Total value of the bill
- x) The amount of GST paid by the supplier.
- xi) 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.
 - 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 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.
- i) 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. The 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) |
|---------|--|-------------------|
| I. | Signed and 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 and Scanned copy of Tender Acceptance letter "Annexure-I" | |
| III. | List of items for which the rates are offered, as per Proforma (Annexure-II) | |
| IV. | Copy of the Income tax returns (ITR) for last three Financial Year | |
| V. | Copies of authenticated balance sheet for the past three years | |
| VI. | 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 lowest rate & 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 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 | |
| X. | Manufacturer Authorization Certificate (if applicable) | |
| XI. | Drug License (If applicable on any item given in technical bid) | |
| XII. | USFDA Certification (If applicable for any item) | |
| XIII. | Name and Mobile Number 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. | Any other information important in the opinion of the tenderer | |
| XV. | Signed and Scanned Copy of Notorised affidavit on Rs. 100/- of Integrity Pact (Annexure-XIV) | |

B. Checklist of documents to be submitted online:

Price Bid /Financial Bid:

| | | |
|---|---------|--|
| I | BOQ.xls | |
|---|---------|--|

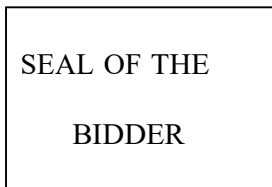
Note: In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.

DECLARATION OF THE COMPANY

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

- 1) Name
- 2) Tel. No.
- 3) E-mail ID,
- 4) Address

Yours faithfully,



Signature

Name

Designation

Name of company (Bidder)

Address

Telephone No.

Mobile No.

Fax No.

E-mail:

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:

Procurement Form

Detail of the items quoted in the technical Bid

| Sl. | Tender Item Sl. No. | Name of Item as in the Tender List | Specification of quoted items | Brand Name | Name of Agency for Quality Certification. e.g. US-FDA, CEE/COPP, WHO GMP etc | Category Brand/Generic Brand/Generic |
|-----|---------------------|------------------------------------|-------------------------------|------------|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| | | | | | | |

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
Format of Financial Bid

| Sl | Tender Item Sl. No. | Name of Item as Appeared | Brand Name | Pack Size | Maximum Retail Price (MRP) inclusive of all taxes (in Rs) | Offered Rates/Unit Only Basic Price) | GST (in %) | Total Offered Rates/Unit t (8+9) | Cost per test (total cost of kit(inclusive of GST)/no. of tests) |
|----|---------------------|--|------------|-----------|---|--------------------------------------|------------|----------------------------------|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 1. | | NEONATAL TSH Screening | | | | | | | |
| 2. | | 17OH Progesterone kit | | | | | | | |
| 3. | | G6PD deficiency detection kit | | | | | | | |
| 4. | | NEONATAL PKU Screening Assay | | | | | | | |
| 5. | | NEONATAL Total Galactose Screening Assay | | | | | | | |
| 6. | | NEONATAL MSUD Screening Assay | | | | | | | |
| 7. | | NEONATAL IRT Screening kit | | | | | | | |
| 8. | | Biotinidase Screening Assay | | | | | | | |
| 9. | | Filter Paper | | | | | | | |

- L-1 shall be decided on the basis of individual kits.
- The same may filled in BoQ not hard copy.

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.

Authorised Signatory

Designation

Seal

Date:

Place:

Affidavit (Notarized)

(on Rs 100.00 Non-judicial Stamp paper)

Reference: Tender No. PC/2018-19/RC/F-17279 dated <<startDate>>

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

ALL INDIA INSTITUTE OF MEDICALS SCIENCE PATNA

E-mail procurementl@aiimspatna.org

Procurement cell

To,

Sub: Annual RATE CONTRACT FOR NEW BORN SCREENING

Dear Sirs,

In reference to tender bid for above-mentioned items, your products as per enclosed **Annexure** are being covered under Annual Rate Contract. The terms and conditions to govern the Annual Rate Contract are as follows:

The award of rate contract is not linked to the procurement style opted by PROCUREMENT CELL/ 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 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: -
 - a. Besides having liaisoning with user department, you will be allowed to have access to computerized system concerned.
 - b. Stock in hand position provided on demand.
 - c. Access to Procurement cell 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 or der that may lead to overstocking or expiry.
 - f. In case of any difficulty in getting the feedback from Procurement cell, you may contact Procurement officer/ 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 Procurement cell, you may contact Faculty in charge procurement cell / Chairman / 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 Rs. 10000.00 (Rupees ten thousand only) and maximum of Rs.300000.00 (Rupees three Lacs only). Performance security will be in shape of DEMAND DRAFT drawn in favour of “IHA Drugs and Consumables A/C” (as stipulated in tender notice) payable at Patna from any nationalised bank / scheduled bank. The performance Security will have the minimum validity of 36 months from issuance of Rate Contract and it should be submitted within 03 weeks after acceptance of the awarded Rate Contract.
4. **TAXES AND DUTIES:-** Rates are inclusive of all taxes including as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.
5. **PRICES:-** 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 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.
6. **ROAD PERMIT:** - No road permit i.e. Form 31/32, Form C or 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. Procurement cell will neither own any responsibility for clearance of goods from any road, rail, postal, air terminals nor any machinery of AIIMS Patna would 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. Store 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 / Procurement cell 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 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. 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 Procurement cell 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/RC-3 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. BrandName, if any)
- iii) Size of 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)

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 Procurement cell 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 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 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 holders 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:
 - PAN Card
 - Sale tax Registration with VAT / GST Return for preceeding three years.
 - Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceeding three years
 - A Notorised 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
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.

Please send us your acceptance duly signed and stamped on duplicate copy of this rate contract as token of your acceptance before execution of the first supply order and also submit the performance security.

Yours faithfully,

(Procurement cell)
AIIMS, Patna

Acceptance of Term and conditions of Rate Contract

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,
The 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)

To,

The Faculty in Charge

Procurement cell

AIIMS Patna

Reference: Tender No. PC/2018-19/RC/F-17279 dated <<startDate>>

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. PC/2018-19/RC/F-17279 dated <<startDate>>

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) 2016

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

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

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

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.

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

For & on behalf of Bidder/Contractor

Office Seal

Office Seal

Place: _____

Witness 1: _____

Date : _____

Witness 2: _____

Form -1 (Part I)

Form for pre-qualification for supply of items / rendering services to the Procurement Cell, AIIMS PATNA,

General:

1. (a) Name of the Bidder :
(b) Status of the bidder : Proprietorship/Partnership/Company
2. Full Postal Address :

3. Telephone No. :
4. Mobile No.
5. Fax No.
6. E-mail Address :
7. State whether bidder is small scale, medium scale, organized sector (Indian or multinational firm /company)
8. Name of the persons who are responsible for conduct of business as explained under Section 34 of the Drugs & Cosmetics Act, 1940.

| Sl. No. | Name | Father's/Husband's Name | Age | Residential Address |
|---------|------|-------------------------|-----|---------------------|
|---------|------|-------------------------|-----|---------------------|

9. Particulars of licenses held under the Drugs & Cosmetics rules including date of grant of license, if applicable :
10. a. Names of procurement agencies with whom the tender is registered :
b. List of the Institute / Hospital where : the company is supplying the tendered item during last 12 months.
c. Has the tenderer ever been black listed/ debarred by any procurement agency? If yes, give details:

11. (a) Is there any case pending in the court under the Drugs & Cosmetics Act? If yes, give details (attach separate sheets) like name of item, nature of complaints :
(b) Has the tenderer ever been convicted under the Drugs & Cosmetics Act? If yes, give details. If not, enclose a copy of Nonconviction certificate from State Drugs Controller where manufacturing unit is located.

1. Does the bidder have adequate :
 - (a) **Space for** :
 - (i) Storage of raw materials, packing : materials, Intermediaries and finished products.
 - (ii) Manufacturing operations
 - : (iii) Quality control operations
 - :
 - (iv) Other facilities like water treatment, heating (Emergency electricity generation), waste disposal etc.
 - (b) **Equipment for** :
 - (i) Material handling :
 - (ii) Manufacturing of item permitted on the
 - (iii) Quality control of item permitted on : the licenses held (or alternatively the bidder have arrangements with approved Testing laboratory/(ies) for very ophisticated or highly expensive Equipment):
 - (iv) Other facilities like water supply, : heating, air cleaning and air conditioning (wherever required) emergency electricity generation, waste disposal etc.
 - (c) **Specialized testing facilities** :
 - (d) **Do you have your own testing : laboratories and in house quality assurance**
2. Number of technical staff with the : bidder
 - (a) For supervision of manufacture of : items
 - (b) For quality control of raw materials, : Intermediates & finished products
3. Particulars of Heads of Production and : Quality control

| Name | Qualification | Whether approved by regulatory agency |
|------|---------------|---------------------------------------|
|------|---------------|---------------------------------------|

For manufacturing

For quality control

4. Has the bidder carried out stability : studies for the items for which rates have been quoted
5. Does the bidder possess valid quality : certificate for the items quoted in the tender? **Please specify the name of agency certifying the quality in column no. 7 of Annexure 'A'.**
6. Installed capacity for manufacturing of : different items per annum and actual production during the last 12 months.
 - (a) Any significant variations between : capacity and production should be explained.
 - (b) The basis on which calculations : have been made for installed capacity should be stated and due allowance should be given to time loss during change over of product and maintenance of machinery and equipment. Attach a separate sheet to furnish information
7. (a) Whether any item manufactured by : the bidder has/have been recalled during last three years? If yes, give details:
 - (b) Whether any item imported by the : bidder has/have been recalled by FDA or similar agencies of Europe and Australia during last three years? If yes, give details:
 - (c) What are the results of investigation : on the recalled items?
 - (d) What action has been taken to : prevent recurrence of recall of items on that particular account? (Attach separate sheet, if space is not sufficient).
8. Do you agree to samples being sent to : laboratories approved by Drug controller, NABL, Central Govt., State Govt. for quality checking

Form – 1 (Part – III)

Financial Aspects:

1. Financial Status (annual turn-over) of the bidder. Please furnish attested copies of audited balance sheet/certificate issued by the Banker/Chartered Account for Assessment Year 2017-18 & 2018-19 to know financial status of tenderer.

2. (a) Annual turnover :
(b) Facilities available from bank :
(i) Over draft facilities :
(ii) Over draft facilities against :
 Hypothecation
(iii) Others :

3. Names & Address of the Banker

Name and address of chartered :
accountant

4. Furnish the following information with :
Documents

- (a) Income Tax PAN :
(b) Central Sales Tax Reg No. :
(c) GST Reg No. :
(d) Service Tax Registration No. :

5. Name and address of the Billing :
agency

(Rs. In Lacs)

PROCUREMENT CELL
Form – 1 (Part – IV)

DECLARATION

I, -----
-----Prop/ Partner/ Director of M/s -----

Hereby declare that the information given in this Form – 1 (Part-I to III) is true and correct to the best of my knowledge and belief.

Signature and Name of the authorized signatory

SEAL OF THE BIDDER

Designation

Date

Place

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

(Bank’s Stamp)

(.....)

Signature of Customer

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

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

Technical Specification for ELISA kits to be used for newborn screening and Dried blood spot cards

Item Name: Test Kits for New Born Screening Programme (ELISA Method)

1. Name of kits:
 - a. NEONATAL TSH Screening
 - b. 17OH Progesterone kit
 - c. G6PD deficiency detection kit
 - d. NEONATAL PKU Screening Assay
 - e. NEONATAL Total Galactose Screening Assay
 - f. NEONATAL MSUD Screening Assay
 - g. NEONATAL IRT Screening kit
 - h. Biotinidase Screening Assay
2. All test kits should be capable of being used on any Elisa reader.
3. **All reagents, calibrator, controls and buffer and ELISA plates should be inclusive in kit, coated plates provided should be breakable. Non coated plates may be provided in-sufficient number keeping in mind wastage factor.**
4. The supplied kit and reagents should be sufficient for required number of tests.
5. On opening, stability of reagents should be **atleast 1 months**.
6. The pack size should be smallest available **(96-wells/plate)**.
7. The supplied test kits and reagents shall have CE/FDA and IVD approval.
8. All the items supplied should have 12 months shelf life at the time of supply.
9. The manufacturer of kits should be participating in CDC(Centre for disease control)
10. The firm should provide training to the concerned lab staff as per their requirement.
- 11.L1 shall be decided on cost of individual kit and not sum total of all kits.

Item Name: Newborn Screening Dried Blood spot cards

1. Minimum **5** circles on Whatman filter paper grade 903
2. Circles - Circle size should be 12-14 mm Internal Diameter and each circle should yield atleast 6-8 spots on punching.
3. Expiry: Minimum **1 years (12 months)** at the time of expiry
4. Certification of product: US FDA or European CE
5. Packing atleast 100 DBS card per pack
6. Demographic fields for patient information should be there as below:
Baby's name, Date of Birth, Age, Sex, Birth weight, Mother name, age, Address, Contact No, No. living children, Feed, Gestation period, Delivery type, Baby status, Sample collection date and time, Hospital No., Physician details, Test parameters, Collection information, etc.
7. The card should imprinted with the universal biohazard symbol, Lot No. and Expiry date.

Warning:- Subsequently, if information furnished in this Form is found incorrect, bidder is liable to be penalized including the Blacklisting